

To: NLRB 617-565-6725

From: SEIU Local 888 Field Rep Ron Patenaude

Subject: ULPs we wish to file against Emerson
College

To Whom It May Concern: Please find attached a
completed Form NLRB-501 containing Unfair Labor
Charges we wish to file with the Regional NLRB.

My information is contained in the Form.

Thank you.

Ronald R. Patenaude

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

01-CA-217078

Date Filed

3/22/2018

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Emerson College		b. Tel. No. 617-523-6666
		c. Cell No.
		f. Fax No. 617-367-3125
d. Address (Street, city, state, and ZIP code) 120 Boylston St. Boston, MA 02116	e. Employer Representative Nicholas DiGiovanni	g. e-Mail ndigiovanni@morganbrown.c
		h. Number of workers employed 3,000 +-
i. Type of Establishment (factory, mine, wholesaler, etc.) College	j. Identify principal product or service Higher education	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(1), 8(a)(3) & 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since on or about October 15, 2017 at all times since, the employer by its agents, officers and representatives, has violated the Act by; failing to maintain status quo by withholding an annual "merit" raise, failed to bargain in good faith over mandatory subjects of bargaining and making unilateral changes to working conditions and engaged in retaliation by changing "rules" and not allowing members who teach as part of their job to continue to do so. The employer has also failed to bargain by changing job duties to unilaterally remove members from the bargaining unit.

The employer has failed to recognize the Union as the duly elected representative for covered employees and engaged in direct dealing by bargaining with members of the Union over severance benefits on resignation/termination and instituting discretionary discipline without giving the Union notice and opportunity to bargain. The employer has further violated Section 7 of the Act by retaliating against members of the Union for exercising their rights

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

SEIU Local 888

4a. Address (Street and number, city, state, and ZIP code)

SEIU Local 888
25 Braintree Hill Park, Suite #306
Braintree, MA 02184

4b. Tel. No. 617-241-3300

4c. Cell No. 413-427-3785

4d. Fax No. 617-241-3303

4e. e-Mail
rpataude@seiu888.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



(signature of representative or person making charge)

Ronald R. Patenaude

(Print type name and title or office, if any)

Tel. No. 413-427-3785

Office, if any, Cell No.
617-241-3300

Fax No. 617-241-3303

e-Mail
rpataude@seu888.org

Address 25 Braintree Hill Park Suite #306 Braintree, MA 02184

03/23/2018

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74842-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St Fl 6
Boston, MA 02222-1001

Agency Website: www.nlr.gov
Telephone: (617) 565-6700
Fax: (617) 565-6725



Download
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Mobile App

March 23, 2018

RONALD PATENAUDE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
25 BRAINTREE HILL PARK, SUITE 306
BRAINTREE, MA 02184

Re: EMERSON COLLEGE
Case 01-CA-217078

Dear Mr. Patenaude:

The charge that you filed in this case on March 22, 2018 has been docketed as case number 01-CA-217078. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Assistant to the Regional Director ELIZABETH A. GEMPERLINE whose telephone number is (857) 317-7788. If this Board agent is not available, you may contact Deputy Regional Attorney SCOTT BURSON whose telephone number is (857) 317-7791.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic

documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



PAUL J. MURPHY
Acting Regional Director

PJM/rg

cc: NICOLE G. BERNER, GENERAL COUNSEL
SERVICE EMPLOYEES INTERNATIONAL UNION
1800 MASSACHUSETTS AVE NW, 6TH FLOOR
WASHINGTON, DC 20036-1806



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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March 23, 2018

EMERSON COLLEGE
120 BOYLSTON STREET
BOSTON, MA 02116-4611

Re: EMERSON COLLEGE
Case 01-CA-217078

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Assistant to the Regional Director EMILY GOLDMAN whose telephone number is (857) 317-7808. If this Board agent is not available, you may contact Deputy Regional Attorney SCOTT BURSON whose telephone number is (857) 317-7791.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a

determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Paul J. Murphy", is centered below the closing text.

PAUL J. MURPHY
Acting Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

01-CA-217078

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

EMERSON COLLEGE

Charged Party

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 888**

Charging Party

Case 01-CA-217078

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 23, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

EMERSON COLLEGE
120 BOYLSTON STREET
BOSTON, MA 02116-4611

March 23, 2018

Date

Robert Gaffney, Designated Agent of NLRB

Name

/s/ Robert Gaffney

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St Fl 6
Boston, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617) 565-6700
Fax: (617) 565-6725

Agent's Direct Dial: (857) 317-7788

March 23, 2018

RONALD PATENAUDE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
25 BRAINTREE HILL PARK, SUITE 306
BRAINTREE, MA 02184

Re: EMERSON COLLEGE
Case 01-CA-217078

Dear Mr. Patenaude:

Upon review of the allegations in your charge, the Region has decided that injunctive relief may be appropriate under Section 10(j) of the National Labor Relations Act. This letter is to advise you of how a 10(j) investigation differs from a typical unfair labor practice investigation and what you can do to assist in that investigation.

Section 10(j) of the Act allows the Board to seek immediate injunctive relief in U.S. District Court. This extraordinary relief is available only in situations where the Board's normal procedures will not provide effective relief because, by the time the Board issues an order, the damage caused by the illegal acts cannot be undone. You should be aware that the investigation of a 10(j) case differs from other unfair labor practice investigations in two important respects.

First, in addition to obtaining evidence to show that an unfair labor practice has occurred, the Board agent, during the initial investigation, must also obtain evidence showing that, without an injunction, the alleged unlawful acts could have a permanent effect so that any Board remedy would have no real effect. The Board agent may question you and other witnesses about the impact of the alleged violations on statutory rights, including facts that will show any "chill" on the right of you or other employees to engage in concerted or union activities. This evidence of impact varies from case to case depending on the nature of the unlawful conduct. Examples include: a drop in the number of union authorization cards obtained after the unfair labor practices began; a decrease in attendance at union organizing meetings; the number of employees affected by changes to important working conditions; and statements made by employees that would show, because of the unfair labor practices, they fear losing their jobs, are angry at the union, believe the union is ineffective, believe organizing is futile, etc.

Second, the investigation of cases involving potential 10(j) relief has priority over most other cases in the Region. This is because delay may entirely preclude injunctive relief where the situation has changed so much that an injunction cannot undo the harm caused by the unfair labor practices. Thus, you should be prepared to present all of your evidence, including impact evidence, as quickly as possible.

If you have any questions, please contact the Board agent assigned to investigate your charge. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Paul J. Murphy", is centered below the closing. The signature is fluid and cursive.

PAUL J. MURPHY
Acting Regional Director

PJM/rg



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St Fl 6
Boston, MA 02222-1001

Agency Website: www.nlr.gov
Telephone: (617) 565-6700
Fax: (617) 565-6725



Download
NLRB
Mobile App

March 26, 2018

(NOTE: This is a corrected letter. The original was mailed on March 23rd and had the wrong name for the Board agent. Please delete that letter.)

EMERSON COLLEGE
120 BOYLSTON STREET
BOSTON, MA 02116-4611

Re: EMERSON COLLEGE
Case 01-CA-217078

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the

investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

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Very truly yours,

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PAUL J. MURPHY
Acting Regional Director

PJM/rg

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

01-CA-217078

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

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YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

EMERSON COLLEGE

Charged Party

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 888**

Charging Party

Case 01-CA-217078

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 26, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

EMERSON COLLEGE
120 BOYLSTON STREET
BOSTON, MA 02116-4611

March 26, 2018

Date

Robert Gaffney, Designated Agent of NLRB

Name

/s/ Robert Gaffney

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St Fl 6
Boston, MA 02222-1001

Agency Website: www.nlr.gov
Telephone: (617) 565-6700
Fax: (617) 565-6725



Download
NLRB
Mobile App

March 26, 2018

(NOTE: This is a corrected letter. The original was mailed on March 23rd and had the wrong name for the Board agent. Please delete that letter.

RONALD PATENAUDE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
25 BRAINTREE HILL PARK, SUITE 306
BRAINTREE, MA 02184

Re: EMERSON COLLEGE
Case 01-CA-217078

Dear Mr. Patenaude:

The charge that you filed in this case on March 22, 2018 has been docketed as case number 01-CA-217078. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by the Board agent EMILY GOLDMAN whose telephone number is (857) 317-7808. If this Board agent is not available, you may contact Deputy Regional Attorney SCOTT BURSON whose telephone number is (857) 317-7791.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary

to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



PAUL J. MURPHY
Acting Regional Director

PJM/rg

cc: NICOLE G. BERNER, GENERAL COUNSEL
SERVICE EMPLOYEES INTERNATIONAL UNION
1800 MASSACHUSETTS AVENUE, NW 6TH FLOOR
WASHINGTON, DC 20036-1806

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

EMERSON COLLEGE

and

SEIU, LOCAL 888

CASE No. 01-CA-217078

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

EMERSON COLLEGE _____

IN THE ABOVE-CAPTIONED MATTER. _____

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Nicholas DiGiovanni

MAILING ADDRESS: Morgan, Brown & Joy, LLP, 200 State Street, 11th Floor, Boston, MA 02109

E-MAIL ADDRESS: ndigiovanni@morganbrown.com

OFFICE TELEPHONE NUMBER: 617-523-6666

CELL PHONE NUMBER: 617-851-0101 FAX: 617-367-3125

SIGNATURE:

(Please sign in ink.)

DATE:

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

Grade 15			STEPS	ID	NAME	OHD	CHD	POSITION_TITLE	HR_RATE	ANNUAL_SAL	+3%	GRADE	EMPLOYEE_CLASS	HOME_ORG
Steps	\$ 2,017.00	2018	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Exempt	(b) (6), (b) (7)(C)
1	\$ 50,440.00	52457.6	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Exempt	(b) (6), (b) (7)(C)
2	\$ 51,953.20	54031.33	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Exempt	(b) (6), (b) (7)(C)
3	\$ 53,511.80	55652.27	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Exempt	(b) (6), (b) (7)(C)
4	\$ 55,117.15	57321.84	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Non-Ex (36Hrs)	(b) (6), (b) (7)(C)
5	\$ 56,770.66	59041.49	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Exempt	(b) (6), (b) (7)(C)
6	\$ 58,473.78	60812.74	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Exempt	(b) (6), (b) (7)(C)
7	\$ 60,228.00	62637.12	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Exempt	(b) (6), (b) (7)(C)
8	\$ 62,034.84	64516.23	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	PT Exempt	(b) (6), (b) (7)(C)
9	\$ 63,895.88	66451.72	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Exempt	(b) (6), (b) (7)(C)
10	\$ 65,812.76	68445.27	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Exempt	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Exempt	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Exempt	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Exempt	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Exempt	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Ex (36Hrs)	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Exempt	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Exempt	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT non-Ex (36Hrs))	(b) (6), (b) (7)(C)
			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	FT Exempt	(b) (6), (b) (7)(C)

[illegible]

[illegible]

Grade 18			STEP	ID	NAME	OHD	CHD	POSITION_TITLE	HR_RATE	ANNUAL_SAL	+3%	GRADE	EMPLOYEE_CLASS	HOME_ORG
Steps	2017	2018	(b) (6), (b) (7)(C)										Full-time Exempt Staff	(b) (6), (b) (7)(C)
1	89,060	92622.4											Full-time Exempt Staff	
2	91731.8	95401.07											Full-time Exempt Staff	
3	94483.75	98263.1											Full-time Exempt Staff	
4	97318.27	101211											Full-time Exempt Staff	
5	100237.8	104247.3											Full-time Exempt Staff	
6	103244.9	107374.7											Full-time Exempt Staff	
7	106342.3	110596											Full-time Exempt Staff	
8	109532.6	113913.9											Full-time Exempt Staff	
9	112818.5	117331.3											Full-time Exempt Staff	
10	116203.1	#NAME?	(b) (6), (b) (7)(C)										Temp Non-Exempt Emp	

Oct 12, 2017

Additions

(b) (6), (b) (7)(C)							FT Non-Expt 36	(b) (6), (b) (7)(C)
							FT Non-Expt 36	
							FT Exempt Staff	
							FT Exempt Staff	
							FT Non-Expt 36	
							FT Exempt Staff	
							FT Non-Expt 36	
							FT Non-Expt 36	
							FT Exempt Staff	
							FT Exempt Staff	
							PT Non-Expt 36	
(b) (6), (b) (7)(C)								
(b) (6), (b) (7)(C)								
							FT Non-Expt 36	
							FT Exempt Staff	
							FT Exempt Staff	
							FT Exempt Staff	
							FT Non-Expt 36	
							FT Exempt Staff	
							FT Exempt Staff	
(b) (6), (b) (7)(C)								
(b) (6), (b) (7)(C)								
(b) (6), (b) (7)(C)							FT Exempt Staff	
							PT Non-Expt	

Terminations

(b) (6), (b) (7)(C)							FT Non-Expt 36	(b) (6), (b) (7)(C)
							FT Exempt Staff	
							FT Non-Expt 36	
							FT Non-Expt 36	
							PT Non-Expt 36	
							FT Non-Expt 36	

Supervisors-Remove per prior discussion with Union

(b) (6), (b) (7)(C)	FT Exempt Staff	(b) (6), (b) (7)(C)
	FT Exempt Staff	

Supervisors-Remove from Union

(b) (6), (b) (7)(C)	FT Exempt Staff	(b) (6), (b) (7)(C)
	FT Non-Expt 36	
	FT Exempt Staff	
	FT Exempt Staff	

Not In Union During Interim Role

(b) (6), (b) (7)(C)	T Exempt Staff	(b) (6), (b) (7)(C)
---------------------	----------------	---------------------

Positions in Dispute

(b) (6), (b) (7)(C)	FT Non-Expt 36	
	FT Exempt Staff	
	FT Non-Expt 36	

9972856.59 10371770.85

*Grades remain subject to review

Emerson College

HUMAN RESOURCES UNION Q&A

Unionization at Emerson College

Q. What is the College's position on unionization?

A. The National Labor Relations Act gives you the right to organize, form, join or assist a union and engage in other protected concerted activity. The National Labor Relations Act also specifically gives you the right to refrain from engaging in any of these activities. The College respects your free choice under this Act. The College will not discriminate against you because you support or oppose a union.

You are part of a well-educated, highly skilled, engaged workforce that is deeply proud of its affiliation with Emerson. As employees of a college dedicated to inquiry and critical analysis, we know you will think carefully about the decision to unionize, educate yourselves, and ask wise and probing questions both of the union and of management. Each of you will vote what you sincerely believe to be in your and the College's best interests. The College will respect the outcome of that vote.

QUESTIONS REGARDING UNION ORGANIZING PROCESS

Q. How are unions recognized?

A. They are certified by the National Labor Relations Board (NLRB) as the exclusive representative of a unit of employees.

Q. What is the process by which a union becomes certified?

A. To become certified by the NLRB, a union will have to file a petition for representation with the NLRB seeking an election in an appropriate unit of employees. To do so, the union will have to demonstrate a "showing of interest"

that at least 30% of the employees in that unit are interested in having the union represent them. This showing of interest is satisfied by the submission of membership or authorization cards signed by individual employees indicating such interest. The authorization card is a legal document. You should read it carefully and be sure all your questions are answered before signing an authorization card.

Q. If I sign an authorization card, must I vote for the union?

A. No. You can change your mind after signing (or not signing) an authorization card and vote against (or for) the union after you educate yourself about unionization.

Q. What is the "appropriate bargaining unit" to which you refer?

A. It is a group of employees that share a community of interest amongst one another with regard to compensation and working conditions and is otherwise appropriate for bargaining under the law. As one example, Emerson already has three bargaining units on campus, one for Emerson police officers and dispatchers, one for affiliated faculty, and one for tenure and tenure-track faculty.

Q. Is everybody in the bargaining unit?

A. No.

- ▶ **Supervisors:** those with the authority to hire, promote, evaluate the performance, and terminate the employment of other employee are not in the bargaining unit.
- ▶ **Managers:** those who formulate and effectuate management policy and exercise independent judgment are not in the bargaining unit.
- ▶ **Confidential employees:** those who work for managers who set labor policy for the College are not in the bargaining unit. Human resources employees, for example, are often confidential employees. Employees who work for managers in health services or counseling are not considered confidential employees for bargaining unit purposes. Employees designated as

"confidential" under the College's Title IX program may not be considered confidential employees for bargaining unit purposes.

Q. Who determines whether I am in the bargaining unit or not?

A. Both Emerson and the union will have an opinion on whether you are a member of the bargaining unit. Emerson and the union may agree, or we may not. Ultimately, the NLRB determines whether you are a member of the bargaining unit.

Q. What happens once the NLRB determines that the proposed bargaining unit is appropriate?

A. The NLRB will conduct a secret ballot election on campus. If your position is in the desired bargaining unit, you will vote whether you want to be represented by the union. Only you will know your vote.

Q. How is the vote decided?

A. By a majority of those employees **who actually vote**. For example, if the bargaining unit has 120 members and 80 of them turn out to vote, and the vote is 41 to 39, then those 41 employees determine the union status of all 120 members of the bargaining unit, and the union is established. If the union is established, it will be your exclusive representative, even if you voted against the union or simply decided not to vote in the election.

Q. I've heard it said that a union may be recognized without an election. Is that true?

A. Employers may voluntarily recognize unions who have secured signed authorization cards from a majority of employees, but under the National Labor Relations Act, employers are not required to recognize unions based on such cards and can instead insist on an election. Emerson believes that you should have the opportunity to educate yourself about unionization, and that you should be able to vote your true convictions in a secret ballot election, as you do in a political campaign.

Q. If a union is elected, can it be voted out?

A. Yes, but not easily. Unions do not stand for reelection each year. Most unions remain the representative of the employees in the unit forever. However, the law does provide a mechanism for holding another election. In order to have such an election and decertify a union, the employees in the unit must themselves file a decertification petition with the NLRB, along with a 30% showing of interest, just as in the certification process. The NLRB will process the petition and hold another election.

QUESTIONS INVOLVING THE WORKPLACE WITH A UNION**Q. What does it mean to be unionized?**

A. If the NLRB, after an election, certifies a union as the exclusive representative of a bargaining unit of which you are a member, it first and foremost means that the union **exclusively** represents you on all matters involving wages, benefits, hours and other terms and conditions of employment. It means the College must deal with that union on all such matters, and your supervisor may no longer deal with you individually with respect to the terms and conditions of your employment.

Q. If employees are unionized, would I have to join it?

A. Most union contracts require that you join the union and pay dues, or if you choose not to join the union, to pay the functional equivalent of dues. This provision is called a **union security clause**. Under a **union security clause**, you must pay your dues in order to remain employed.

Q. What happens if I do not want to pay dues?

A. If the collective bargaining agreement has a union security clause, the union has the right to insist that you be fired, and the College would be contractually bound to do so.

Q. How much are dues?

A. Dues will vary considerably from union to union. Some unions will charge between 1-2% of your salary each year. Others will charge you a flat amount per pay period. Unions revisit dues and raise them from time to time.

Q. Who gets the dues?

A. Generally some portion of your dues will go to a union's national headquarters to pay their salaries and administrative cost. You should be sure you understand how much of your dues would stay at Emerson and how much would be sent away.

Q. Are there other costs?

A. Depending on the union, you may have to pay a special assessment from time to time and may have to pay fees if you violate union rules.

QUESTIONS REGARDING COLLECTIVE BARGAINING

Q. If a union is elected, what happens next?

A. At some point, the union and the College would engage in collective bargaining for a master contract, called a collective bargaining agreement, covering you and all the employees in the bargaining unit.

Q. What is collective bargaining?

A. It is the process by which an employer and a union negotiate wages, benefits, hours and other terms and conditions of employment for the group represented by the union.

Q. Does the law require that any particular provisions go into a union contract?

A. No. The law only requires that each side engage in good faith negotiations but the law does not guarantee to employees that any particular provision be part of the contract.

Q. What is "good faith negotiations"?

A. The National Labor Relations Act defines the duty to bargain as follows:

For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

Q. How does a union pick a bargaining team? Who decides on the issues and proposals for collective bargaining on the union side? How does a union decide when to modify its proposals or agree to the administration's proposals?

A. These are all worthy questions for you to ask union representatives. Each union is its own entity with its own policies, priorities, officers, and internal politics, and each union makes its own decisions regarding these and related questions.

Q. Does the law require that negotiations begin with the current wages, hours and working conditions and that only improvements are made to such items?

A. No. Each side is free to make proposals across the table that may alter the *status quo*. As a result of collective bargaining, you may end up with more than you have now in some areas, less than you have now, or the same as what you have now. This all depends on the negotiations.

Q. What happens if the parties get stuck and cannot agree on a contract?

A. The parties might reach an impasse and might call in a federal mediator to assist them. But the mediator has no power to force a settlement or to publicly recommend a settlement. If the mediator fails to bring about an agreement, then either side may decide to use certain economic levers that the law allows, like

strikes and lockouts, to force an agreement on the other side. At all times, however, the law does not require either side to agree to any particular demand from the other.

Q. How long does it take to negotiate a first collective bargaining agreement?

A. There is wide variation on this depending on the parties and the issues, but it is common for first contracts to take over a year to complete.



Q. Will I get my regularly scheduled pay raises while the first collective bargaining agreement is being negotiated?

A. Not necessarily. Because the collective bargaining process does not guarantee pre-established levels of pay or benefits, the College and the union will not know whether there will be changes to pay and to benefits until the conclusion of collective bargaining.

Q. What about the issue of job security? Can the union protect my job?

A. Layoffs and reorganization may occur for any number of reasons, but usually because an organization needs to bring its expenses in line with expected resources or when there is a strategic shift in direction. A union typically cannot stop downsizing from occurring. Downsizing is usually viewed as a management decision and many employers with unions have laid off employees. Collective bargaining agreements will often have provisions on the notice of layoffs or the order of layoffs, but no union can guarantee that you will not be laid off.

Q. Can a union bargain over who the supervisors are?

A. No. The selection of supervisors, managers, and administrators is considered to be a managerial prerogative and is not a mandatory subject of bargaining.

Q. I've heard it said that a union will give staff more of a "voice" ... will it?

A. As a legal matter, as mentioned above, if a union is elected, it becomes your "exclusive" representative with respect to wages, benefits, hours, and other terms and conditions of employment. The insertion of an outside third-party, in the form

~~of a union, between your supervisor and you may potentially limit direct exchanges concerning issues of importance to you.~~

For instance, if the College wished to conduct another Emerson 360 survey about specific benefits offered or working conditions, Emerson would be largely prohibited from seeking your opinion about these specific benefits and working conditions and could only work directly with the union's officers.

Q. Will a union's interests always be aligned with mine?

A. One can never tell. Because the union is representing a very diverse group of individuals in a single bargaining unit, the union may or may not be reflecting any individual's preferences, including yours. For example, if you are a less senior employee, you may not like a union's emphasis that personnel decisions be dictated by seniority rather than effort and performance. The union is your agent for better or worse and is beholden to the unit as a whole, not to any individual employee. This is why it is important for you to consider whether you want to turn over such matters to a union business agent or union officers.

QUESTIONS YOU MAY HAVE ABOUT COMMUNICATION AND ACCESS

Q. During working hours, do I have an obligation to speak or meet with an outside individual who says they are affiliated with a union?

A. No. ~~The College does not recognize any unions, except for the police and faculty unions. Accordingly, any other labor union is treated by the College like any other outside organization.~~

Q. What about other employees who wish to speak to me about unions?

A. Solicitation by employees for any reason should only be done during the non-working time of both the employee doing the soliciting and the employee being solicited. Non-working time would include such periods as before or after work, break times, and lunch times. Again, the choice of whether or not to talk with someone, including a co-worker, is entirely up to you.

Q. Do I have to talk to anyone from a union if they call me or visit me at home?

A. No. You are free to speak to them or not. There is no law or policy that requires you to speak with union representatives either at home or in the workplace, and you are free to respond accordingly.

SEIU Union Listing - February 13, 2018

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Positions in Dispute

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*Grades remain subject to review

Emerson College

HUMAN RESOURCES

EMAIL REGARDING UNION EFFORT SENT TO EMERSON STAFF EMPLOYEES

August 25, 2015

The College has learned that a union, the Service Employees International Union (SEIU), Local 888, is expressing an interest in representing certain Emerson staff employees. In the last week, we understand that interest has taken the form of a written communication from SEIU sent to Emerson employees at their home addresses, and union representatives visiting the homes of Emerson employees.

Emerson was not asked for, and did not give, employee home addresses or telephone numbers to SEIU. Employees have the right to communicate or refrain from communicating with union representatives.

Unionization is the process by which employees select a representative (the union) to bargain with the College on the employees' behalf regarding working conditions, salaries, and benefits. Unions normally ask that employees pay union dues or fees for this representation. Unionization is overseen by a federal agency, the National Labor Relations Board (NLRB).

Emerson respects the right of employees to organize, form, join, and assist a union. Emerson also supports and encourages the right for each individual employee to make an informed, confidential choice regarding whether to organize.

The first stage of the unionization process is for the union representatives to ask individuals to sign authorization cards. **The authorization card is a legal document. Employees should read it carefully and be sure all their questions are answered before signing an authorization card.**

The union will need to collect signatures from a minimum of 30 percent of the employees in the proposed bargaining unit to prompt an election. A “bargaining unit” is a group of employees that share a community of interest with regard to compensation and working conditions. Managers and supervisors who evaluate other employees or who make hire/fire decisions will not be in the bargaining unit. Employees who work in units at the College that set labor policy are called “confidential employees” and will also not be in the bargaining unit.

Both Emerson and the union will have an opinion on whether you are a supervisor/manager, or a member of the bargaining unit. Sometimes Emerson and the union will agree. Sometimes we may not. Ultimately, the NLRB determines whether you are a member of the bargaining unit or a supervisor/manager or confidential employee.

If at least 30 percent of the Emerson employees in the proposed bargaining unit express an interest by signing an authorization card, then the second stage of the unionization process is for the National Labor Relations Board to conduct a confidential, private vote among all individuals who would be included within the bargaining unit.

If we get to this stage, we would highly recommend that every employee who would be included within the bargaining unit cast their vote and make an informed choice. Even if an employee signed an authorization card, the employee is not compelled to vote for the union in the election—it always remains the employee’s free choice.

But we are getting ahead of ourselves.

For now, we just want everyone to be aware of this effort and to let you know the following:

- ▶ All employees are free to discuss their personal opinions about the potential union affiliation;
- ▶ All employees are also free to decline to discuss the unionization effort (although if it comes to a formal vote, we'd highly encourage you to lend your voice and vote);
- ▶ If you are engaging in the conversation with the union representatives, you should feel free to ask questions. Who will represent your interests and how will those people be chosen? Will my current salary, benefits, and working conditions be guaranteed or will they be open for negotiation? What will the union dues be? If I don't want to be part of this union after the election, is that an option?
- ▶ Employees are free to make their own decisions during this process, and the College will not permit employees to be threatened or coerced during this process.
- ▶ Even if there is a union organizing campaign occurring, supervisors can continue to manage the College's activities and provide employees constructive feedback and fulfill their management activities.

If this process moves forward, we will share additional information with you through a dedicated website and other communications. If you have questions, please do not hesitate to contact me.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SHARE THIS



UNION INFORMATION

UNION INFORMATION

Affiliated Faculty unionization FAQ

Emerson College is committed to providing faculty with thorough, accurate information. The College will update this website with new information and updates as the unionization process moves forward. At any time, if you have questions or concerns please contact (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)@emerson.edu (mailto:(b) (6), (b) (7)(C)@emerson.edu).

SUBMIT YOUR QUESTION (/human-resources/submit-your-question)

You can also submit questions here (/human-resources/submit-your-question). We are interested in hearing from you. If you have a question about union organizing, collective bargaining, or labor relations, we'll do our best to answer it. You may submit your question anonymously if you wish. Before sending in your question, be sure to check the appropriate topic areas of this website to see whether we've already answered the question.

What is the College's position on unionization?

The National Labor Relations Act gives you the right to organize, form, join or assist a union and engage in other protected concerted activity. The National Labor Relations Act also specifically gives you the right to refrain from engaging in any of these activities. The College respects your free choice under this Act. The College will not discriminate against you because you support or oppose a union. You are part of a well-educated, highly skilled, engaged faculty that is deeply proud of its affiliation with Emerson Los Angeles. As faculty members of a college dedicated to inquiry and critical analysis, we know you will think carefully about the decision to unionize, educate yourselves, and ask wise and probing questions both of the union and of management. Each of you will vote what you sincerely believe to be in your and the College's best interests. The College will respect the outcome of that vote.

QUESTIONS REGARDING UNION ORGANIZING PROCESS

Is union organizing and related labor relations covered by California law?

No, as a private institution, Emerson College is covered by the federal National Labor Relations Act and is under the jurisdiction of the federal National Labor Relations Board.

What is the process by which a union becomes certified by the NLRB?

To become certified by the NLRB, a union will have to file a petition for representation with the NLRB seeking an election in an appropriate unit of faculty. To do so, the union will have to demonstrate a "showing of interest" that at least 30% of the faculty in that unit are interested in having the union represent them. This showing of interest is satisfied by the submission of membership or authorization cards signed by individual faculty indicating such interest. The

authorization card is a legal document. You should read it carefully and be sure all your questions are answered before signing an authorization card. If a union demonstrates to the NLRB that it has such a sufficient showing of interest, then the NLRB will process the petition and will ultimately conduct a secret ballot election to determine if faculty in that unit wish to be represented by the union.

If I sign an authorization card, must I vote for the union if an election is held by the NLRB?

No. You can change your mind after signing (or not signing) an authorization card and vote against (or for) the union after you educate yourself about unionization.

What is the "appropriate bargaining unit" to which you refer?

In this case, it is a group of faculty that share a sufficient community of interest amongst one another with regard to working conditions and is otherwise appropriate for bargaining under the law. As one example, Emerson already has three bargaining units on campus in Boston, one for Emerson police officers and dispatchers, one for Boston-based affiliated faculty, and one for tenure and tenure-track faculty.

Is everybody in the bargaining unit?

No. Under law, certain individuals are excluded from bargaining units. These include supervisors (such as Chairs or Directors), managerial employees (such as the Chief Academic Officer) and confidential employees. Other individuals who are deemed temporary employees are often excluded as well.

Who determines whether I am in the bargaining unit or not?

Both Emerson and the union will have an opinion on whether you are a member of the bargaining unit based on your job functions and connection to the College. Emerson and the union may agree, or we may not. If there is a disagreement on a position, ultimately, the NLRB determines whether you are a member of the proposed bargaining unit and eligible to vote in the election.

If a petition is filed and election conducted, how would it work?

The NLRB will conduct a secret ballot election at ELA either through an in-person vote or by mail. If a mail ballot format is used by the NLRB, you will receive a ballot in the mail and would vote yes or no as to whether you want to be represented by the union and would return it to the NLRB within the prescribed time lines. Only you will know your vote. Once the ballots are returned by the NLRB deadline, the NLRB will then open the ballots and count them.

How is the vote decided?

By a majority of those faculty members who actually vote. For example, if the bargaining unit has 27 members and 11 of them turn out to vote, and the vote is 6 to 5, then those 6 determine the union status of all 27 members of the bargaining unit, and the union is established as the representative of all 27 members. If the union is established, it will be your exclusive representative, even if you voted against the union or simply decided not to vote in the election. You cannot "opt out" of being represented by the union if it wins such an election.

I've heard it said that a union may be recognized without an election. Is that true?

SHARE THIS Employers may voluntarily recognize unions who have secured signed authorization cards from a majority of employees, but under the National Labor Relations Act, employers are not required to recognize unions based on such cards and can instead insist on an election. Emerson believes that you should have the opportunity to educate yourself about unionization, and that you should be able to vote your true convictions in a secret ballot election, as you do in a political campaign.

If a union is elected, can it be voted out?

Yes, but not easily. Unions do not stand for reelection each year. Most unions remain the representative of the faculty in the unit forever. However, the law does provide a mechanism for holding another election. In order to have such an election and decertify a union, the faculty in the unit must themselves file a decertification petition with the NLRB, along with a 30% showing of interest, just as in the certification process. No decertification election can be held within one year of the initial certification of the union, and the administration cannot participate in any way in helping faculty file such a petition. If properly filed, the NLRB will process the petition and hold another election.

QUESTIONS INVOLVING THE WORKPLACE WITH A UNION

What does it mean to be unionized?

If the NLRB, after an election, certifies a union as the exclusive representative of a bargaining unit of which you are a member, it first and foremost means that the union exclusively represents you on all matters involving wages, benefits, hours and other terms and conditions of employment. It means the College must deal with that union on all such matters and not with you individually with respect to the terms and conditions of your employment.

If ELA faculty are unionized, would I have to join the union?

A. Most union contracts require that you join the union and pay dues, or if you choose not to join the union, to pay the functional equivalent of dues. This provision is called a union shop clause. Under a union shop clause, you must pay your dues in order to remain employed. The AFEC-AAUP contract here in Boston has such a union shop clause.

What happens if I do not want to pay dues?

If the collective bargaining agreement has a union security clause that requires that each member of the unit become union members and/or pay an equivalent fee, the union has the right to insist that you be fired, and the College would be contractually bound to do so. This has occurred at the Boston campus.

How much are dues?

Dues will vary considerably from union to union. Some unions will charge between 1-2% of your salary each year. Others will charge you a flat amount per pay period. Unions revisit dues and raise them from time to time.

Who gets the dues?

Generally some portion of your dues will go to a union's national headquarters to pay their salaries and administrative cost. You should be sure you understand how much of your dues would stay at Emerson and how much would be sent away.

Are there other costs?

Depending on the union, you may have to pay a special assessment from time to time and may have to pay fees if you violate union rules.

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If a union is elected, what happens next?

At some point, the union and the College would engage in collective bargaining for a master contract, called a collective bargaining agreement, covering you and all the faculty in the bargaining unit.

What is collective bargaining?

It is the process by which an employer and a union negotiate wages, benefits, hours and other terms and conditions of employment for the group represented by the union.

Does the law require that any particular provisions go into a union contract?

No. The law only requires that each side engage in good faith negotiations but the law does not guarantee to employees that any particular provision be part of the contract.

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How does a union pick a bargaining team? Who decides on the issues and proposals for collective bargaining on the union side? How does a union decide when to modify its proposals or agree to the administration's proposals?

These are all worthy questions for you to ask union representatives. Each union is its own entity with its own policies, priorities, officers, and internal politics, and each union makes its own decisions regarding these and related questions.

Does the law require that negotiations use the Boston AFEC-AAUP contract as a starting point for negotiations?

No.

Would anything in the Boston AFEC-AAUP contract automatically go into an ELA contract?

No.

Does the law require that negotiations begin with the current wages, hours and working conditions and that only improvements are made to such items?

SHARE THIS No. Each side is free to make proposals across the table that may alter the status quo. As a result of collective bargaining, you may end up with more than you have now in some areas, less than you have now, or the same as what you have now. This all depends on the negotiations.

What happens if the parties get stuck and cannot agree on a contract?

The parties might reach an impasse and might call in a federal mediator to assist them. But the mediator has no power to force a settlement or to publicly recommend a settlement. If the mediator fails to bring about an agreement, then either side may decide to use certain economic levers that the law allows, like strikes and lockouts, to force an agreement on the other side. At all times, however, the law does not require either side to agree to any particular demand from the other.

How long does it take to negotiate a first collective bargaining agreement?

There is wide variation on this depending on the parties and the issues, but it is common for first contracts to take over a year to complete.

Will I get my regularly scheduled pay raises while the first collective bargaining agreement is being negotiated?

Not necessarily. The law basically requires that the status quo be maintained while the parties are bargaining a first contract, or that any changes during that time must themselves be bargained over.

Can a union bargain over who the supervisors are?

No. The selection of supervisors, managers, Deans, Chairs and administrators is considered to be a managerial prerogative and is not a mandatory subject of bargaining.

Can a union bargain over what courses are offered or what the curriculum of the College should be?

No, again, such matters are not mandatory subjects of bargaining.

I've heard it said that a union will give individuals more of a "voice" . . . will it?

As a legal matter, as mentioned above, if a union is elected, it becomes your "exclusive" representative with respect to wages, benefits, hours, and other terms and conditions of employment. The insertion of an outside third party, in the form of a union, between your supervisor and you may potentially limit direct exchanges concerning issues of importance to you.

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SHARE THIS [SUBMIT YOUR QUESTION \(/human-resources/submit-your-question\)](#)



THE FUTURE has your name on it

Give future Emersonians the gift of the ELA experience.

GIVE

TO EMERSON LA

MORE NEWS LIKE THIS



(/ela/news/students-need-pick-out-prom-dresses-emerson-la)

MARCH 27, 2018

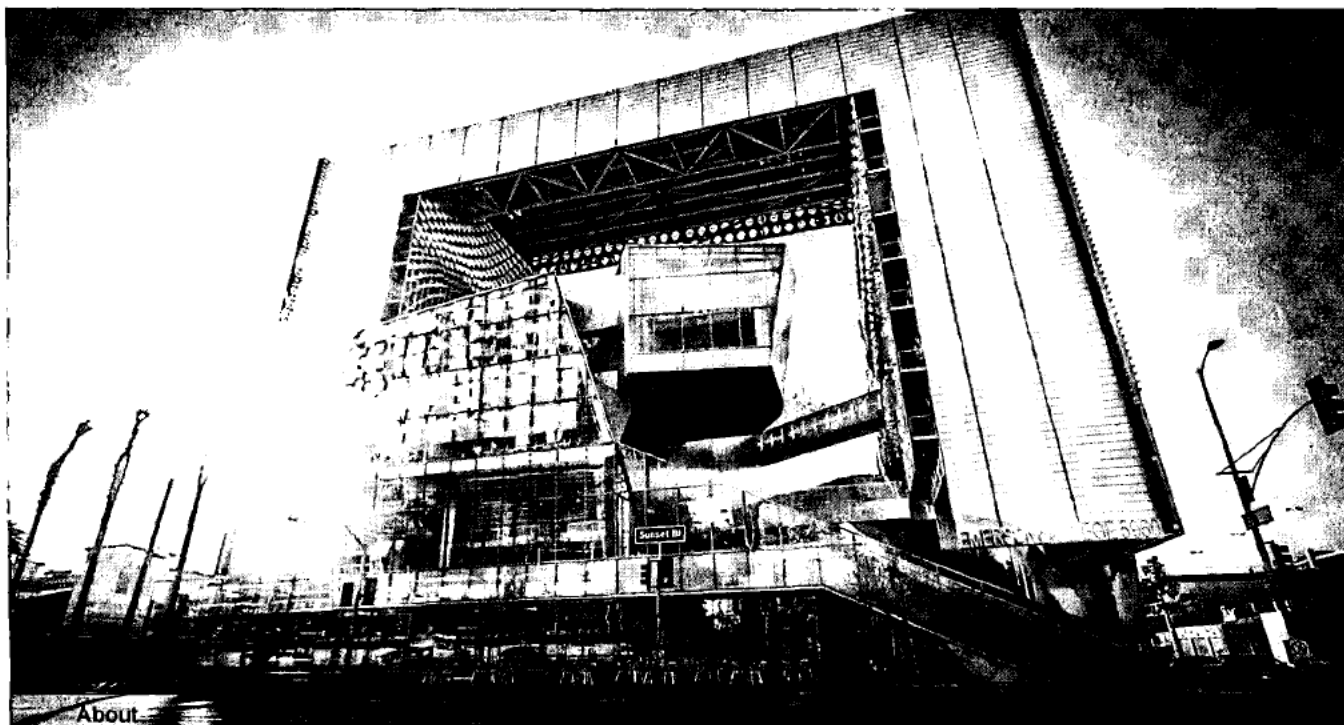
Students in Need Pick out Prom Dresses at Emerson LA (/ela/news/students-need-pick-out-prom-dresses-emerson-la)



(/ela/news/emerson-la-students-go-behind-scenes-jay-lenos-garage%E2%80%8B)

MARCH 23, 2018

Emerson LA Students Go Behind the Scenes of Jay Leno's Garage (/ela/news/emerson-la-students-go-behind-scenes-jay-lenos-garage%E2%80%8B)



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Emerson College Los Angeles

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323.952.6411 (tel:323-952-6411)

9 am – 6 pm (PST),
Monday – Friday

SHARE THIS



Re: SEIU 888 demand for implementation of Status quo merit raises

Ronald Patenaude

Wed 11/22/2017 11:40 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Rand Wilson <rwilson@seiu888.org>; John Magner

<jmagner@seiu888.org>;

HiAll, So I don't want to screw up everyone's Thanksgiving, but wanted to put this out before so it will be on our minds.

I have to disagree that it makes us look bad as it has been their habit they have conveniently omitted a couple of facts.

First they had made a wage proposal PRIOR to our financial proposal which was they would provide a merit raise this year for the upcoming year AND nothing else. That was an attempt from my point of view to continue their anti-union campaign and use it to push their threats and campaign rhetoric that joining a union doesn't mean you'll get anymore then you had.

There's also the statements that have been made at the table which clearly indicated their intentions were to prolong and frustrate negotiations.

Christine has said on numerous occasions that this will be a long process and most recently said it will not be completed before next year.

I'd also remind everyone of Nick's comment that, "these people knew they were going to work for a non-profit"

I'd also remind you of Nick's comment/response to my mentioning him we felt they should have provided the merit pay as status quo while we were still bargaining for wages. His response and I quote, "so you think you should get the merit and bargain for more?"

Finally, they had made claims prior to the vote and when it is convenient that they planned on bringing everyone up to the 40 percentile, but now they (including (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) latest letter) are claiming they can't.

(b) (6), (b) (7)(C) was absolutely on the money when (b) (6), (b) (7)(C) said they are fighting so hard to keep you from getting anything above what they have ever given because it would encourage the rest of the workers at Emerson to unionize or if unionized would fight harder to make gains.

One final thing, I think we need to have a couple members who I can include in my correspondence to management so that they know you are the union and they can't "third party" the union.

Normally there would be an election to elect the chapter leadership once we had a contract, but I would like to suggest or propose that as things are heating up, you the bargaining committee members pick a couple of the team to be included and receive the correspondence that I need to sent to management.

To that effect I would like to suggest you consider (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) as interim chapter leadership and when we get the first contract settled we conduct a full election.

I am not trying to pick your leadership or diminish the contributions you all have made, but I really think it imperative we have a couple of you included in the correspondence to make sure management knows you are all the union.

Thoughts? Thank you. RP

Sent from my iPhone

On Nov 22, 2017, at 10:23 AM, (b) (6), (b) (7)(C) wrote:

I think the argument we're making is that they didn't bargain in good faith:

- 1) The exploited our expectation that they will respond to our proposals in a timely manner.
- 2) They intentionally gave us their first economic counter the week merit raises were given out.

Giving us a lowball offer after all our co-workers got their merit raises is a strategic move on their part to wear us out.

On Wed, Nov 22, 2017 at 10:13 AM, (b) (6), (b) (7)(C) wrote:
Shit..

A few thoughts:

- This email trail gives them a defense if we bring it to the NLRB, as well as to counter any publicity we make to say they denied us our raises. It won't look good for us to pursue charges as planned.
- At the same time, we can't let them get away with prolonging this and not giving us raises.
- We can argue to them at the Dec. 5 meeting (or before, in an email) that:
 - They were not negotiating in good faith by waiting 3 months to respond to our July wage proposal, since they knew that we didn't push for merit raises because we assumed they would have a response that we could then work back and forth on before October, since we had several meetings in between where they gave us nothing in response.
 - That when they finally did give us a counter proposal, they even admitted it was low-balling since they said we were high-balling. Nick said that's how it works, and then we go back and forth until we meet somewhere in the middle. But their second counter-proposal did not move toward the middle – it simply rearranged the same amount of money they were willing to put in. And it may even be less than their first offer – we have to analyze it more closely.
 - We should propose that since this negotiation is taking a lot longer than anticipated, we are requesting the retroactive merit raises, and they can be counted toward whatever step raises we agree on for FY18 so they won't be giving us merit raises on top of step raises, which they will never agree to.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On Wed, Nov 22, 2017 at 9:39 AM, Ron Patenaude (b) (6), (b) (7)(C) wrote:

Good Morning, I am forwarding The response from Nick regarding our demand they institute the status quo vis-à-vis the merit raises. I am not sending this to the entire planning list as of yet because I think we need to start having some more concrete constructive strategic conversations before people go off doing things or saying things in different forums without any coordination or plan.

I'm not sending this to ruin anybody's Thanksgiving and I hope you all have a good one, but I thought you should be aware of this. I am going to send him a brief, very brief response which we will expand on later. Thank you. RP

Sent from my iPhone

Begin forwarded message:

From: Ronald Patenaude <rpatenaude@seiu888.org>

Date: November 20, 2017 at 6:22:35 PM EST

To: Ron Patenaude (b) (6), (b) (7)(C)

Subject: Fwd: SEIU 888 demand for implementation of Status quo merit raises

Sent from my iPhone

Begin forwarded message:

From: "DiGiovanni, Nicholas" <NDiGiovanni@morganbrown.com>

Date: November 20, 2017 at 5:35:39 PM EST

To: Ronald Patenaude <rpatenaude@seiu888.org>, (b) (6), (b) (7)(C) <christine.hughes@emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>

Cc: John Magner <jmagner@seiu888.org>, Maureen Medeiros <mmediros@seiu888.org>, Hersch Rothmel <hrothmel@seiu888.org> (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @emerson.edu" (b) (6), (b) (7)(C) @emerson.edu> (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @emerson.edu" (b) (6), (b) (7)(C) @emerson.edu>

Subject: RE: SEIU 888 demand for implementation of Status quo merit raises

Dear Ron,

I would like to respond to your email of November 15, 2017 in which you reiterate your "long standing position that the College

was obligated to continue to maintain the status quo, including annual merit pay increases, unless and until we negotiated something different." In your email, you insist that the College "make whole our bargaining unit members immediately by providing the lost wages retroactively to the implementation date of those increases to other non-union staff or make plans to do so by Friday December 1, 2017 or we will have no recourse, but to file an ULP."

We are truly surprised by your communication. While the College did continue the merit pay increases in October 2016 shortly after the Union's certification, and prior to the beginning of negotiations, the parties this year had an explicit understanding that there would be no pay raises in October 2017 because the parties were instead engaged in good faith negotiations over the amount and type of increase for this fiscal year, as well as future years.

In short, we all agreed that the parties would bargain over FY 18 in the context of our overall negotiations of a first contract.

Our records show that the Union presented its initial economic proposals on July 17, 2017, which included proposed pay increases to begin on September 1, 2017. Unlike the prior practices at the College, the Union proposed abolishing all merit raises and instead presented a multi-step pay grid with automatic raises twice a year and initial placement on the grid based on the 40th percentile of market for the grade. As you described it in your proposal:

We have created a step system for all grades (With the exception of grade 14 which we moved into grade 15) based on the College's 40% percentile, which is what we have understood the College is trying to move all employees towards. All incumbent SEIU 888 members will be placed at the step closest to the 4% increase (within \$250 of that amount plus or minus) we have added on the combined membership list we created. We have also moved some members from their current grade to another based on we believe issues of fairness which we will articulate during our discussions.

In presenting this proposal, the Union showed no interest whatsoever in the previous merit system but instead sought a completely different pay structure. It was, of course, fully within its rights to seek such a new system as part of a first collective bargaining agreement.

At that same bargaining session on July 17, the College said it would respond to the proposal and made it clear for the record that it would not be providing October 1 increases this year because the parties were now negotiating over such increases, including the amount and type of increases. You agreed. At no time did you indicate that you expected October 1 merit increases. At that point, there was a meeting of the minds that salary raises for this year would be handled through the ongoing negotiations of the first contract and not through the College's prior merit review system.

Our understanding that there was agreement on all this is further confirmed by an exchange of emails after that July meeting. On August 10, 2017, Christine Hughes sent you an email asking if the Union had further considered the College's proposed exclusion of certain positions that had remained unresolved since the election. In that email, Ms. Hughes noted that the College needed to know who was in or out of the unit "in order to determine who will be included in this year's merit salary increase cycle." Ms. Hughes followed up with an email on August 28, stating: "We really do need to determine the union status of the disputed employees very soon, *since pay increases for non-union staff need to be set in the next couple of weeks in order to be effective October 1.*"

Further, on September 26, 2017, you wrote back to Ms. Hughes and stated:

Good morning all, I'm writing just to let you know that I keep getting inquiries about the raises that my members are telling me they're hearing they are going to get from their supervisors. As I have heard this from several members in different departments I don't think this is a communication error or misinterpretation on my members part.

Given management has failed to provide any response to our economic proposals which were submitted mid-July, even though they were being requested from the second or third negotiations, I am concerned about what communications are taking place with our membership.

As the conversation at the table has been to the best of my and (b) (6), (b) (7)(C) recollection been that our members will receive no "merit" raise during the usual October distribution as we are bargaining over wages currently, I would like to verify that no other communications to the contrary are taking place." (emphasis added)

That same day, September 26, Ms. Hughes responded to you and

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) --Thank you for bringing your concerns to our attention. Your recollection or our agreement at the table is correct. I know that the formal merit raise process memos that HR sent to supervisors contained the following, prominently in the second paragraph:

"Please note: October 2017 merit increase worksheets will not include employees represented by the SEIU, as future salary increases for this group are subject to collective bargaining. These dollars have been set aside and will be distributed once the CBA has been finalized."

*If you can give us the names of the employee(s) who have raised these concerns, (b) (6), (b) (7)(C) can be in touch with their supervisors and clarify any misunderstanding. I do know that (b) (6), (b) (7)(C) sent letters to each of the three employees whose positions are the subject of the unit clarification petition we recently filed, explaining that we were not processing raises for them until the unit clarification is resolved. **Those, if any, who are removed from the bargaining unit will get their raises at that point, retroactive to October 1; those who remain in the unit will be subject to whatever is negotiated in the CBA.** (emphasis added)*

You did not object either orally or in writing to Ms. Hughes' email nor otherwise take issue with her statement that those who are removed from the unit "will get their raises. retroactive to October 1" and "those who remain in the unit will be subject to whatever is negotiated in the CBA."

At the bargaining table, the parties continue to exchange wage proposals. The College responded to the Union's initial salary proposal at our next meeting. The Union then presented a counter to our proposal on October 29. At our last negotiations meeting on November 12, the College in turn, presented another counter proposal to your October 29 proposal, adopting some of the Union's concepts (e.g. designated money to raise some employees to the 40th percentile and across the board increases for year one) in an effort to reach agreement.

Once again, at no time, before or after October 1 did the Union indicate that it was nonetheless expecting the College to give pay increases on October 1 as it had prior to unionization.

In light of the foregoing, the College does not believe that it is required to give merit raises to the bargaining unit members retroactive to October 1 or any other date. We will continue to negotiate in good faith with the Union on wage and salary increases for FY 18 and beyond, including, of course, the amount and manner of the increases as well as any questions of retroactivity. We're happy to discuss this more fully if you like at our next session, but it is our real desire to continue to move forward in good faith and try to resolve this first contract with all due speed. Thank you,

Nick

From: Ronald Patenaude [mailto:rpatenaude@seiu888.org]
Sent: Wednesday, November 15, 2017 6:07 PM
To: DiGiovanni, Nicholas <NDiGiovanni@morganbrown.com>; Christine Hughes <christine_hughes@emerson.edu>; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@emerson.edu>
Cc: John Magner <jmagner@seiu888.org>; Maureen Medeiros <mmediros@seiu888.org>; Hersch Rothmel <hrothmel@seiu888.org>
Subject: SEIU 888 demand for implementation of Status quo merit raises

Good Evening, I am writing to reiterate our longstated position that the College was obligated to continue to maintain the status quo, including annual merit pay increases, unless and until we negotiated something different.

While we have proposed across-the-board increases to bargaining unit members so employees are not subject to the whims of supervisors for their pay, Emerson has a legal obligation to continue the merit pay increases unless or until we resolved wage issues by agreement or reach impasse.

We therefore insist that you make whole our bargaining unit members immediately by providing the lost wages retroactively to the implementation date of those increases to other non-union staff or make plans to do so by Friday December 1, 2017 or we will have no recourse, but to file an ULP.

Thank you for your attention to this matter.

Ron Patenaude

SEIU 888 Field Representative

Cell 413-427-3785

Email rpatenaude@seiu888.org

Salary Ranges, March 2018

Emerson Salary Range Structure						
Grade	Min	25th	40th	Mid	75th	Max
11	\$24,000	\$27,500	\$29,600	\$31,000	\$34,300	\$37,600
12	\$26,700	\$30,350	\$32,540	\$34,000	\$37,650	\$41,300
13	\$29,300	\$33,300	\$35,700	\$37,300	\$41,350	\$45,400
14	\$34,500	\$39,300	\$42,180	\$44,100	\$48,850	\$53,600
15	\$40,600	\$46,750	\$50,440	\$52,900	\$58,950	\$65,000
16	\$48,800	\$56,150	\$60,560	\$63,500	\$70,800	\$78,100
17	\$58,600	\$67,350	\$72,600	\$76,100	\$84,900	\$93,700
18	\$68,900	\$80,100	\$86,820	\$91,300	\$102,500	\$113,700
19	\$82,800	\$96,200	\$104,240	\$109,600	\$123,050	\$136,500
20	\$101,500	\$119,250	\$129,900	\$137,000	\$154,800	\$172,600
21	\$114,200	\$134,175	\$146,160	\$154,150	\$174,175	\$194,200
22	\$126,900	\$149,100	\$162,420	\$171,300	\$193,550	\$215,800
23	\$133,245	\$156,560	\$170,541	\$179,865	\$203,230	\$226,590

Emerson Job Level Matrix
March 2018

Joblink Global Grades	Grade Name Support	Support	Grade Name Individual Contributor	Individual Contributor	Grade Name Management	Management	Grade Name Executive	Executive
23							E5	Senior Associate Vice President
22							E4	Associate Vice President
21							E3	Assistant Vice President
20							E2	Director 2
19							E1	Director 1
18			C5	Expert IC	M4	Manager 4		
17			C4	Advanced IC	M3	Manager 3		
16			C3	Career IC	M2	Manager 2		
15			C2	Intermediate IC	M1	Manager 1		
14	S4	Senior Support	C1	Entry IC				
13	S3	Intermediate Support						
12	S2	Entry Support						
11	S1	Seasonal Support						

Goldman, Emily G.

From: Ronald Patenaude <rpatenaude@seiu888.org>
Sent: Sunday, April 08, 2018 5:22 PM
To: Goldman, Emily G.
Subject: EC announcement non-union + union staff on raises

From: (b) (6), (b) (7)(C) @emerson.edu]
Sent: Monday, March 19, 2018 9:33 AM
To: (b) (6), (b) (7)(C) @emerson.edu>
Subject: Staff Compensation Study Update

March 2018

Dear Colleagues:

I am writing to share some important and exciting news about the College's on-going efforts to bring our staff salaries into a better market position. I am pleased to announce that Emerson will move individuals not already at the range 40th in the existing grade structure to the 40th percentile of the existing range. For non-union members, these adjustments will be reflected in your March 30th paycheck and will be retroactive to 1/1/18. For the members of our community in the SEIU bargaining units, upon completion of the negotiations and signing of the agreement, the College anticipates taking further action to align your salaries in a similar basis based on the final agreement.

As you know, Emerson's pay structure has titles/positions that Human Resources places in grades. Every grade has associated pay ranges. Pay ranges are determined by a constellation of data points. Fully competitive pay for any position in relation to the labor market is between the 25th percentile and the mid-point. A salary at the 25th percentile of market means that 25% of market salaries are less than that salary, and 75% are more. A salary at the mid-point means that half of market salaries are less than that salary, and half are more. What follows is a recap of Emerson's efforts to date to make our staff salaries competitive.

How Did We Get Here?

2013

In 2013 Emerson made a thoughtful and deliberate decision to change the College's compensation strategy and clarify the College's compensation philosophy. Our goal was to become more competitive compared to market. We embarked on a compensation study with Aon Hewitt with the expressed goals of:

- Improving the College's market pay competitiveness for staff positions with peer colleges and the general market over time
- Aligning job levels based on current job content
- Updating policies and procedures for greater transparency and consistency
- Improving internal and external equity

We benchmarked 100+ staff positions and, using the results developed more competitive pay ranges, developed standard job descriptions and created a job structure detailing the relationship between support, individual contributor, manager and executive positions (below the VP level).

The Aon Hewitt study revealed that our salary structure needed attention and alignment. Engaging Aon Hewitt in 2013 was the first step in a series of steps that over time helped us reach our goals. In response, we developed a competitive pay structure and set our sights on moving our valuable human resources into a new more competitive pay structure. Our high-level goal has not changed: to improve the College's market pay

competitiveness within our economic means. Our short-term goals have changed over time as we incrementally made progress toward our high-level goal. In 2013, following the information provided by the Aon Hewitt report, we communicated to staff that anyone not already at the minimum in the newly established range would move to the range minimum and then subsequently to the range 25th percentile. The overall cost for moving anyone who was below the range 25th percentile was \$900,000. Once we successfully made that significant investment, we shifted the target again and communicated to staff that anyone not already at the range 40th percentile would be adjusted over time.

2014-2017

Between 2014 and 2017, we continued to make progress toward the range 40th percentile goal and we gradually moved many of our employees to the 40th percentile goal. To date, not including regular merit increases, we have adjusted over 300 Emerson employees' salaries.

2018

In addition to the immediate adjustment, we commissioned an updated study last year from Aon Hewitt. We will, should the market reflect a need based on this more recent compensation study, adjust the grade structure by 1/30/19 and move anyone who falls below the new 40th percentile of his or her new range. You may also recall that in June 2017 HR asked employees, as part of the annual review process and the anticipated compensation review, to update their job description in People Admin. Forty-five (45) employees took the time to reflect and update their job description for review. Thank you! We have reviewed the submissions and will be notifying individuals and their supervisors of the outcome. Some updates will result in an adjustment while others will not. Anyone who submitted a revised job description will receive a communication including the resolution.

In November 2013 President Pelton wrote to the College community and shared the high level goals as well as his support for the compensation project stating that the "members of the President's Council and I are committed to ensuring that we reach our objective of competitive pay for our staff, but it will take time."

We are very pleased that we have reached our objective of competitive pay for our staff; however, this is not a static event. Moving forward, there are a number of things that we will do to maintain the health and strength of our salary structure:

We will review our salary structure for external equity annually, adjusting the structure to keep pace with the labor market, again within the College's overall economic means.

We will review salaries for internal equity on an on-going basis. If we find that we are having a hard time recruiting in a particular field or discipline, we will conduct a survey to gather data from our peers and surrounding organizations.

We will listen to supervisors whose insight can be important in determining if a salary structure issue exists or may be on the horizon.

In President Pelton's inaugural address, he said:

"Excellence is aspirational. It is not about being, but about becoming. Excellence is also strategic and focused. It means not doing some things so you can put your resources, talent, and energy in that which really matters, in that which has the best chance of compelling transformation and change."

This compensation project is an example of a lofty aspirational goal that we have successfully achieved over time. The journey has been long, as we knew it would. After dedicating significant resources, focused staff time, effort and patience, I am proud that we are now in a much more competitive position.

Next Steps:

Non-union members of the community who are not already at the existing 40th percentile will be adjusted to the 40th percentile of their range. This represents adjustments to approximately 90 individuals.

This adjustment will be included in the last paycheck in March and will be retroactive to 1/1/18.

If you are receiving an adjustment, a salary, title or grade change, you will receive a letter from (b) (6), (b) (7)(C) and a follow up from your supervisor to see if you have questions or thoughts.

For the members of our community in the SEIU bargaining units, upon completion of the negotiations and signing of the agreement, the College anticipates taking further action to align your salaries in a similar basis based on the final agreement.

For our community members in ACOPS, the College will administer pay in accordance with the current collective bargaining agreement.

We will be holding supervisor and individual contributor gatherings in April to go over the results.

This critical objective has taken time and I want to thank everyone for their patience and hard work as we strived to reach our goal. Our work does not end here and my team and I will work to maintain the health and strength of our salary structure. Please let me know if you have any questions.

(b) (6), (b) (7)(C)

--
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

EMERSON COLLEGE

120 Boylston Street | Boston MA 02116-4624 | T: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@emerson.edu
www.emerson.edu

Visit the Human Resources Outpost at our new location, room 408 in the Ansin Building. Human Resources representatives will be available Monday through Friday, noon until 3:00 pm.

pronouns: (b) (6), (b) (7)(C)

Sent from my iPhone

Goldman, Emily G.

From: Ronald Patenaude <rpatenaude@seiu888.org>
Sent: Tuesday, April 10, 2018 12:14 PM
To: Goldman, Emily G.
Subject: Fw: Emerson Compensation Information: 1 of 2
Attachments: EmersonCompStudySummary.pdf; EmersonJobLevelMatrix.pdf;
EmersonBenchmarkPositionsListing.pdf; EmersonSalaryAdministrationManual.pdf

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

*Wage study
info.*

From: (b) (6), (b) (7)(C) @emerson.edu>
Sent: Wednesday, January 24, 2018 3:34 PM
To: Ronald Patenaude
Subject: Fwd: Emerson Compensation Information: 1 of 2

Hi Ron,

This is the information that I sent last year related to the study. This information has not changed. Additional information tomorrow morning. Thanks, (b) (6), (b) (7)(C)

----- Forwarded message -----

From: (b) (6), (b) (7)(C) @emerson.edu>
Date: Fri, Dec 9, 2016 at 4:35 PM
Subject: Emerson Compensation Information: 1 of 2
To: "rpatenaude@seiu888.org" <rpatenaude@seiu888.org>
Cc: Christine Hughes <Christine.Hughes@emerson.edu>, "DiGiovanni, Nicholas" <NDiGiovanni@morganbrown.com>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>

Hi Ron –

Pursuant to your request, attached please find documentation related to the College's compensation program. In addition to the two emails I am sending you today, I am also in the process of gathering additional information related to the study results and will provide this to you as soon as possible next week. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Emerson College

(b) (6), (b) (7)(C)@emerson.edu

(b) (6), (b) (7)(C)

Job Grading

The College hired an independent consultant, Aon Hewitt, to develop a competency based model to distinguish between job levels within the College. Additionally, Aon Hewitt validated the use of other factors related to education, experience and working conditions that were proposed by the College based on industry best practices. The following factors were determined to be relevant to the leveling of jobs within the College:

Compensable Factor	Factor Definition
Knowledge and Application	Refers to the accumulation and depth of knowledge and the expectations of how the knowledge is applied.
Problem Solving	Refers to the difficulty of the problems to be solved, the degree to which judgment and analysis must be exercised in assessing problems and evaluating alternative solutions, and the extent to which assistance is available.
Interaction	Measures the interpersonal and communications skills required and the scope of diversity that may exist to account for the growing importance of working and managing a multi-dimensional, cross-cultural environment.
Impact	Measures the potential impact on business objectives as well as the sphere of influence and the time horizon of personal impact to accommodate the global and organizational governance structure.
Accountability	Measures the nature of accountability through the directness of the impact and the breadth and scope of financial impact.
Credentials and Experience	Refers to the academic and work experience necessary to perform the job and the desired or preferred credentials associated with performance of a job.
Working Conditions	Refers to whether there are physical or environmental challenges or hazards associated with performing the duties of the job.

More detail related to the compensable factors and the job-leveling matrix are attached available on the Staff Compensation Study intranet site.

Benchmark Job Comparison

The job leveling processes included the comparison of Emerson jobs against benchmark jobs in the marketplace. To accomplish this, Aon Hewitt identified approximately 94 benchmark positions across the College and then identified survey sources for each position in the market and collected salary data for these positions.

A benchmark job is defined as a job where the scope of the job is well defined and where there is a common definition of the job that is easily understood and applies to multiple markets or industries related to the job duties, education and experience required to perform the role. Two examples of benchmark jobs that fit this description would be Administrative Assistant I or Staff Accountant Level I.

Once this salary data was collected on the benchmark jobs, Aon Hewitt and Emerson created a salary structure that was representative of all Emerson positions, including a determination of the level of salary progression between job level midpoints and the range spread (difference between the range minimum and the range maximum) that is tied to each of the job levels. This salary range structure was designed to correlate with the job levels represented from the job-leveling matrix, which resulted in the College's new job level hierarchy.

Once the salary and job level structures were determined, Human Resources mapped the remaining positions against the job structure, and this work was reviewed and validated by Aon Hewitt. This mapping process also went through a calibration process to align jobs that were deemed to be of equal complexity or scope across divisions within the College.

Additional Factors That Impact Job Mapping

In addition to the mapping against the final job factors, additional considerations can affect the final job level assigned to a position. These may include:

Organizational structure: While a staff member may possess the experience and credentials that are tied to a higher job level within an organization, **the actual job scope and organizational level of a position within a functional organization will be the key determining factors in determining a jobs final job level.**

Reporting relationship: Based on the design of Emerson's job hierarchy, a Manager and a direct report may not occupy the same standard job grade. While there is flexibility in having working job titles be of a similar level (such as a Director reporting to a Director), this would only be allowed if one of these Director roles is an M4 while the other director was mapped to an E1 or higher role.

VP Calibration and Administration and Finance Review

Once all of the positions across the College were mapped, the results were sent to the Vice Presidents of each division for review and comment. Comments from the VPs were documented and then meetings were conducted including the VP of Administration and Finance, the division's VP, the AVP of Human Resources and the

Director of Compensation and Benefits to review the results. During these meetings, calibration issues related to the mapping of job levels across all divisions were incorporated into the final results.

Compensation Study Calibrations versus Promotions

The results of the position mapping against the new job and salary structures will be viewed as calibrations and may not result in additional salary actions. In some cases, the VP for each division will determine that the job alignment is associated with a significant change in scope for a limited number of positions, and will recommend promotions for the affected positions. Since no money has been allocated for promotional increases as part of the study, the VP will be responsible for obtaining finance approval based on their existing budgets to implement any promotional increases.

Any promotional increases that are recommended should follow the designated guidelines and approval process that are detailed in the promotions section of this manual.

Compensation Study Salary Adjustment Recommendations

As a result of the compensation salary alignment and mapping process, one of the following outcomes has been determined for all positions and will be implemented at the conclusion of the study.

- 1) The staff member's salary is below the minimum of the salary range:** For any staff member in this group, his/her salary will be increased to the range minimum in mid-December of 2013.
- 2) The staff member's salary is below the 25th percentile of the salary range:** For staff members in this group, they will be eligible for consideration for salary adjustments over time until their salaries reach the 25th percentile. Employee performance, job scope and market pay movement will be key factors in determining if a staff member in this group will receive a salary adjustment. The initial review for these adjustments will occur beginning in FY15, based on approved funding.
- 3) The staff member's salary is above the 25th percentile, but not over the maximum of the salary range:** For staff members in this category, there are no planned adjustments to salary as a result of the staff compensation study.

- 4) **The staff member's salary is above the range maximum:** For staff members in this category, there are no planned adjustments to salary as a result of the staff compensation study. Staff members in this group will continue to be eligible for merit increases based on performance.

Funding of Other Adjustments Related to the Staff Compensation Study

Funding has been secured to ensure that all employee salaries are at least the range minimum and will be implemented in December of 2013.

Over the next several years, based upon annual funding approvals, adjustments to salaries will be focused on moving staff salaries for employees who are below the range 25th toward the salary range 25th. Additional funding requests to move staff between the range 25th and the range midpoint will only be considered once salaries for all staff who are below the range 25th have been reviewed.

Salary Structure Maintenance

The revised salary ranges for FY14 were determined with the express intent of not needing to review the ranges for the next two fiscal years. Therefore, the next time the salary ranges will be reviewed for adjustments, if warranted, will be in FY16.

Commencing with the review in FY16, the salary structure will be reviewed at least every two years to determine whether a salary range adjustment is needed. Adjustments will be applied based on current market practices.

As warranted, changes to the salary structure will occur prior to the current year merit increase cycle.

When appropriate, the College may market-price one or more jobs on an ad-hoc basis to determine whether external labor pressures warrant increasing the current grade assignments and whether out-of-cycle market adjustments to individual pay are needed.

On an annual basis, key benchmark jobs may be compared to the market. It is expected that a more thorough review of all jobs will occur at least every two to three years.

Emerson will participate in local and national salary surveys on a regular, ongoing basis and will use the results of these surveys for determining pay competitiveness.

Communications

The Compensation Department has conducted manager and line staff meetings to explain the results of the Staff Compensation Study and to introduce the new Salary Administration Guidelines.

Additionally, staff members will receive a letter from Human Resources indicating their new job level once the plan is implemented.

Access to the job level structure, the job leveling matrix, and the salary administration manual are available via the Emerson Staff Compensation Study intranet page. Any questions concerning salary ranges that are not associated with the incumbent making the inquiry should be directed to the staff member's Manager or the Compensation Department.

Governance

The implementation of any practices outside of these policies requires approval from the director of compensation and benefits or the AVP of Human Resources. The Human Resources Advisory Committee and the Total Rewards Subcommittee have participated in the review of this summary and will be consulted for input concerning any future modifications to his program.



Emerson Job Level Matrix

Joblink Global Grades	Grade Name Support	Support	Grade Name Individual Contributor	Individual Contributor	Grade Name Management	Management	Grade Name Executive	Executive
21							E3	AVP 2
20							E2	Director 2/AVP 1
19							E1	Director 1
18			C5	Expert	M4	Manager 4		
17			C4	Advanced	M3	Manager 3		
16			C3	Career	M2	Manager 2		
15			C2	Intermediate	M1	Manager 1		
14	S4	Senior	C1	Entry				
13	S3	Intermediate						
12	S2	Entry						
11	S1	Seasonal						

version 12/2013

Benchmark Positions Used in Staff Compensation Study

Admin Assistant I
Admin Assistant II
Admin Assistant III
Admin Assistant IV
Assistant Director of Employment
Associate Director, Athletics
Associate Director, Enrollment
Associate Director, Enrollment, Financial Aid
Associate Director, Student Life, Housing
Associate General Counsel
Associate Manager, Administration and Finance
Assistant Director, Academic Affairs
Assistant Director, Academic Affairs, Archivist
Assistant, Director, Academic Affairs, Technical
Assistant Director, Administration and Finance, Purchasing
Assistant Director, Registrar
Assistant Director, Athletics
Assistant Director, Institutional and Alumni Relations
AVP Academic Affairs
AVP Human Resources
AVP Enrollment
AVP Facilities and Campus Services
AVP Government and Community Relations
Controller
Coordinator II, Communications and Marketing
Coordinator III, Employee Benefits
Coordinator III, Payroll
Coordinator III, Institutional and Alumni Relations
Coordinator IV, Academic Affairs
Custodian
Data Entry Clerk I
Dean of Students
Director of Employment
Director, of Academic Affairs, International
Director of Academic Affairs, Marketing
Director of Academic Affairs, Technical
Director, Academic Affairs
Director, Administration and Finance, Disbursements
Director, Administration and Finance, HR
Director, Administration and Finance
Director, Athletics
Director, Communications and Marketing, Creative Services
Director, Communications and Marketing, Media

Director, Communications and Marketing, Web
Director, Institutional and Alumni Relations
Director, Institutional and Alumni Relations, Gifts
Director, Information Technology
Director, Student Life, Career Services
Director, Student Life, Health and Wellness
Director, Compensation and Benefits
Executive Director, Academic Affairs
Executive Director, Library
Lieutenant, Public Safety
Manager, Administration and Finance
Manager, Administration and Finance, Custodial
Manager, Arts
Manager, Construction
Manager, Information Technology, Telecom
Manager, Media Services
Nurse Practitioner
Practice Clinician IV
Public Safety Dispatcher
Sergeant, Public Safety
Specialist II, Academic Affairs
Reference Librarian
Carpenter
Cashier
Crew Chief
Plumber
Purchasing Specialist
Staff Accountant
Specialist II, Enrollment
Specialist III, Administration and Finance
Specialist III, Arts
Specialist III, Athletics
Specialist III, Communications and Marketing, Content
Specialist III, Communications and Marketing, Copy Editing
Specialist III, Student Life
Specialist IV, Administration and Finance, Controller
Specialist IV, Human Resources
Specialist IV, Athletics, Men's Basketball
Specialist IV, Athletics, Softball
Specialist IV, Athletics, Athletics Trainer
Specialist IV, Athletics, Volleyball
Specialist IV, Marketing Communications
Specialist IV, Information Technology, Design
Specialist IV, Information Technology, Network Administration

Specialist IV, Information Technology, Programming
Specialist IV, Information Technology, Systems Administration
Specialist IV, Student Life, Psychologist
Specialist IV, Student Life, Social Worker
Specialist IV, TRF
Specialist V, Administration and Finance
Trade Mechanic
Trade Mechanic, Single Skills
Trade Mechanic 2

**Emerson College
Salary Administration Manual
December, 2013**

Emerson College Salary Administration Manual

This manual is designed to provide managers and staff with an understanding of the administrative procedures around the payment of salaries and promotional increases within the College. The guidelines outlined here reflect best practices in academia and in the general marketplace related to compensation and pay administration.

Salary Administration Guidelines

Merit Increases

Each year, Emerson will determine the amount of its merit increase budget based on both the market competitiveness and the College's financial position.

Staff Members Eligible for Merit Increase

Emerson's merit increase program is based on pay-for-performance; therefore performance appraisal ratings will be used to determine the amount of merit increases. Employees who are in the lowest performance category "does not meet" will be ineligible to receive a merit increase. Staff members who receive a partially meets rating or are on a performance improvement plan may not receive a merit increase, based on management discretion.

- 1) Staff Members are eligible for merit increases if their hire date during the current year is on or before March 30th.
- 2) Staff hired on or after April 1 of the current year will eligible for a merit increase in the following calendar year.
- 3) Eligibility for merit increases is limited to those who are employed and in good standing on the day the merit increases are paid.

The following guidance applies to staff members who have received a promotional or other salary adjustments increase during the past 12 months:

- 1) Staff members who have had a promotional or other adjustment on or before June 30th are eligible for a full merit increase.
- 2) Staff members who have had promotional increases or other salary adjustments after July 1 of the current year are not eligible for a merit increase until the next merit cycle.

The awarding of merit increases is contingent upon the funding of merit increases by the College and staff member performance.

Salary Increase Guideline Recommendations

As part of the communications for each annual merit cycle, Human Resources will provide merit increase guidelines based upon employee performance levels during the most recent performance appraisal process. Managers should follow these guidelines to ensure that there is equity in delivering salary increases within and across divisions based on each level of performance.

Merit Increase Pools

A merit increase pool will be provided to each Vice President as part of the merit increase planning process. This pool represents a "sum of the targets", whereby all salaries for eligible staff members within a vice president's organization are totaled and then multiplied by the target merit pool percentage. For instance, if the total of all salaries within a vice president's department equals \$750,000, and the target merit increase is 2.5%, then the target merit increase pool would equal $\$750,000 \times .025$, or \$18,750.

The vice president will determine how merit increases will be planned in his/her division. In some cases, vice presidents will distribute pools by director and ask directors and/or managers to plan increases for roll-up back to the vice president. In other cases, the vice president will meet with his/her key directors/managers and will personally manage the input for the salary recommendations. The vice president for the division has final discretion on accepting or modifying recommendations made by his/her management team for the staff members within the division.

If after the allocation of all merit increases there is money left in the vice president's pool, he/she may use these dollars for other adjustments to improve pay equity for existing staff and to recognize exceptional performance within the division. No separate other adjustment pool is provided as part of the annual merit increase process.

Utilization of Salary Pools During the Merit Process

Vice presidents may not overspend their pools. While lower level department director/managers may overspend the pools for their subgroups based upon smaller departments and the distribution of performance ratings for smaller groups, these pools must be reconciled and may not be overspent when the final recommendations are consolidated and reported back to Human Resources.

Promotional Increase Guideline Recommendations

All promotional increase recommendations are contingent on adequate funding approval. As budgets allow, a manager may recommend a salary increase in the range of 5% to 15%. Promotional increase recommendations in excess of 15% require additional approval from the director of compensation and benefits or the AVP of Human Resources. In the event that an increase recommendation in excess of 15% is approved, the Director of Compensation and Benefits may require that the increase not exceed 15% and that any remainder be provided as an other adjustment.

Internal equity should be always be considered for positions where there are multiple incumbents in the same position or positions within the same job grade so that salary compression issues are mitigated.

Retroactive Promotions and Salary Adjustments

Since there may be an impact on exempt versus non-exempt status as well as impact on tax withholding and payments that cross tax years, retroactive promotions and salary adjustments are discouraged. When allowed, these transactions may only be made retroactive to the first day of the calendar month, not to exceed 30 calendar days, and only if the transaction occurs during the same calendar year.

Management of Grant Funded Positions

Grant funded positions will be treated the same as all other staff positions, except for benefits eligibility if the position is a temporary position. The compensation department will be responsible for determining the job grades and pay ranges for these positions and these positions will follow the same guidelines related to hiring rates, salary increase guidelines and promotional increase guidelines. Changes to salaries, pay grades and job titling that vary from guidelines for staff employees are subject to review and approval by the director of compensation and benefits prior to implementation.

Lateral Moves at the Request of the College

For developmental reasons, if the College requests that a staff member assume a position in another division which occupies the same job grade, this lateral move may be recognized with an other adjustment of 3% if the staff member's salary is below the salary range midpoint. This type of movement should be reserved for staff who have made a significant contribution to the college, have above average performance, and for whom development is necessary in preparation for a future promotional move within the College.

No salary adjustment will be provided if the employee initiates the request for the lateral move or if the salary for the staff member is already above the range 25th percentile.

Timing of Position Reviews

Commencing in October of 2013, positions will only be reviewed on a periodic basis, based on the following compensation planning calendar:

Positions Submitted for Approval	Positions Reviewed	Effective Date of Position Change or Promotion
January 1 through March 15	March 1 through March 21st	First business day in April
March 15 through June 15 th	June 1 through June 21st	First business day of July
June 15 through September 30 th	No Positions Reviewed	No promotions or position changes during this period
October 1 through December 15 th	December 1 through December 21 st	First business day of January

Positions that are submitted after these processing deadlines will be moved to the next processing cycle.

Promotion and New Position Reviews

Based on changes in organizational structure and job duties, an existing position may be recommended for promotion or an updated position may be created. The manager will be responsible for documenting changes to an existing position or for creating a new job description that will be evaluated by the compensation department. If the review results in a re-grading of the position, the position will be eligible for a promotional adjustment, which must be funded from the Vice President's operating budget.

Hiring Salary Rates

Beginning with the implementation of the staff compensation study results, target hiring rates will be established by job grade at the 25th percentile of the salary range. Hiring managers will have discretion to offer a new hire salary to an **external candidate** for a new position that falls between the range minimum and the range 25th. Offers in excess of the range 25th are subject to review and approval by the Director of Compensation and Benefits or the AVP of Human Resources.

In establishing hiring base pay levels, consideration should be given to the resulting staff member's position in range, particularly to ensure that there is sufficient room for future salary growth. Also, consideration of the base pay levels of similarly qualified and/or more experienced staff in the same or similar job(s) should occur prior to offer to ensure internal equity

Merit Increase Timetable When Staff Member is on Leave of Absence

For any staff member who is on leave of absence (short-term disability, military duty, extended FMLA or long-term disability, if applicable), the merit increase will be provided when the staff member returns from the LOA. The effective date of the increase will be the staff member's return from leave date and may not be made retroactively

Definition of a Promotion

A promotion is the movement of staff to a job with greater responsibility and where the increased scope and complexity of the role meets the job leveling factors associated with a higher job grade. An increased workload for a job without a change in scope does not warrant a promotion. Determinations related to whether a change in job duties warrants a promotion will be governed by the compensation department in consultation with the staff member's manager.

Promotions are normally eligible for a promotional increase as described under the promotional increase guidance included in this manual.

In rare instances, if the staff member's salary after the promotion falls below the salary range minimum for the new job level, the staff member's salary will be increased to the range minimum for the new position.

If a staff member received another salary adjustment in recognition of changes in job duties within the past 6 months, it may be appropriate to provide a promotion without an accompanying increase in base pay.

Staff members may only receive promotions of one job grade per promotion, and may only receive one promotion during a 12- month period. If a multiple level promotion is recommended it is subject to review and approval by the Director of Compensation and Benefits or the AVP of Human Resources.

All promotional or other adjustment requests require two levels of approval above the affected incumbent prior to implementation, unless the first level of approval is from the division's vice president. In this instance, one level of approval is sufficient for implementation.

Any change in job duties that does not meet the standards for a promotion is not eligible for an other adjustment increase.

Position Downgrades

In rare instances, there may be situations where a staff member may have his or her position downgraded. A position downgrade is defined as a change in job responsibilities or scope such that the new job duties align with a lower job level and salary range.

Position downgrades may occur for the following reasons:

- 1) Re-assignment, initiated by the College, to a job with lesser (but different) responsibilities to enhance overall college performance, as in the event of a reorganization.
- 2) Performance-based position downgrades due to inadequate performance.
- 3) Voluntary (staff-initiated position downgrades).

Re-assignment position downgrades initiated by the College and which occur for non-performance reasons will not result in the staff member's base pay being reduced.

Employees who are on performance improvement plans are not eligible to initiate a position downgrade, but the College may initiate a position downgrade based on the recommendation of the hiring manager.

Performance-based and voluntary position downgrades will result in the staff member's base pay being reduced to the range midpoint of the salary range for the lower level position, except if a voluntary position downgrade occurs within 6 - 12 months of a promotional increase and the promotional increase is reversed.

Approval from the Director of Employee Relations or the AVP of Human Resources is required for all voluntary and non-voluntary position downgrades.

Governance

The implementation of any practices outside of these policies requires approval from the Director of Compensation and Benefits or the AVP of Human Resources. The Human Resources Advisory Council and the Total Rewards Subcommittee will be consulted for input concerning the introduction and any future modifications to this program.



(<https://www.insidehighered.com>)



Price hikes leave some Lynda.com customers wondering whether to unsubscribe

Submitted by Carl Straumsheim on January 26, 2017 - 3:00am

Several colleges that subscribe to the online education provider Lynda.com are seeing double-digit increases in subscription costs, leading many to wonder if its acquisition by LinkedIn (which in turn was acquired by Microsoft) is behind the price hikes.

Chaminade University of Honolulu recently renewed its contract with Lynda.com, agreeing to a 20 percent increase. The University of the Arts, in Philadelphia, which has yet to decide whether to renew its subscription, is facing a 37 percent increase. Emerson College in Boston saw licensing costs go up by 57 percent over the next three years.

The increases are forcing some of the colleges, including long-term customers, to restructure their contracts with Lynda.com or consider other online education providers that provide skills-based, noncredit online courses that professors sometimes integrate into their curricula.

Indiana University is one of them. The university, due to its size and longstanding relationship with Lynda.com, earlier this decade signed a deal under which it paid less than many other institutions. When the contract expired last year, the company offered the university a one-year contract with a more than 60 percent price increase, said Anastasia Morrone, associate vice president of learning technologies.

"We simply could not justify increases like that, so we made the decision to discontinue," Morrone said in an email. "In my view, they really are pricing themselves out of the higher education market, and that could be part of their strategy."

Chaminade University, a liberal arts college with about 2,500 students, may soon face a similar decision.

"We'll decline to renew next time if the increase is more than the percentage of our tuition increase," Kyle Johnson, dean of information technology at Chaminade, said in an email. "I've grown frustrated with vendors thinking it's OK to have 10 percent increases a year for the same service when my budget for renewals only goes up by around 6 percent."

Lynda.com, an established entity in the online education market, went from being a successful start-up to becoming part of Microsoft in little over a year. LinkedIn, the

professional networking site, in April 2015 acquired ^[1] the company for \$1.5 billion. Fourteen months later, Microsoft acquired LinkedIn for \$26.2 billion.

Thousands of Lynda.com courses are now offered through LinkedIn Learning, a professional development platform the company launched ^[2] in September. An enterprise version of the platform launched in December.

Colleges that subscribe to Lynda.com sometimes use its courses for professional development, and their faculty members often use the video lectures to supplement their own teaching. Its courses cover subjects ranging from animation to K-12 education, though its most popular categories include business and web production.

Kenly Walker, a spokesperson for LinkedIn Learning, said the company last raised its prices last summer at the same time that it added more courses, features and video lectures. Emails the company sent to the University of the Arts, which were provided to *Inside Higher Ed*, shed some light on its rationale for doing so.

"Just in the last 12 months the Lynda platform has seen a lot of changes, as LinkedIn has really started to take an active part in the Lynda side of the business," the company said. "One thing that has come with that is an overhaul and adjustment to the pricing structure of the LyndaCampus program."

The company went on to say that part of the price hike can be explained by recently added features such as learning management system integration and offline access, as well as its ongoing push to expand its course library. Lynda.com added about 1,000 courses each in 2015 and 2016 and now offers more than 5,000, it said.

"The proposed single year cost ... is a 30 percent increase from the rate [the college] paid in 2012," the company wrote. "This equates to a 6 percent increase each year, which [we] feel is fair given all of the product enhancements that have been rolled out since 2012."

Not all colleges give their IT offices annual budget increases to keep up with rising licensing costs, however.

News of price hikes spread quickly on Educause's Listserv for chief information officers, with half a dozen colleges reporting increases ranging from 20 to more than 60 percent. Some CIOs suggested several colleges should band together and negotiate a consortium deal with Lynda.com, which could offset some the price increases.

The company hasn't always been open to consortium deals, however. In 2013, the company was sponsored by Indiana and Princeton University for participation in Internet2's NET+ program, a package of vetted cloud services that schools, colleges and other education or research institutions can subscribe to. Lynda.com withdrew from the program after it "determined that working on individual campus subscriptions was a better financial model for their business," according to Shelton Waggener, senior vice president of Internet2.

Source URL: <https://www.insidehighered.com/news/2017/01/26/price-hikes-leave-some-lyndacom-customers-wondering-whether-unsubscribe?width=775&height=500&iframe=true>

Links:

[1] <https://www.insidehighered.com/news/2015/04/10/linkedin-continues-move-higher-education-purchase->

lyndacom-15-billion

[2] <https://www.insidehighered.com/quicktakes/2016/09/23/linkedin-launches-learning-platform>

Goldman, Emily G.

From: Ronald Patenaude <rpatenaude@seiu888.org>
Sent: Tuesday, April 10, 2018 1:25 PM
To: Goldman, Emily G.
Subject: Fw: Staff Who Teach Issue

(b) (6), (b) (7)(C) is a member who can speak to the changes in the teaching policies, as I believe part of (b) (6), (b) (7)(C) job is to schedule the instructors for the classes.

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

From: (b) (6), (b) (7)(C)
Sent: Friday, March 16, 2018 4:19 PM
To: Ronald Patenaude
Cc: (b) (6), (b) (7)(C)
Subject: Staff Who Teach Issue

Ron,

Sent to some of us, and Dept Chairs: RE: new policies for staff who teach. This is from (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Hi:

Your departments often hire staff to teach courses that are in addition to their staff jobs and they are paid extra to do that work. It is now required that the staff be pre-approved by HR before I can assign them to classes.

The staff member must have an Exempt status.

You should email (b) (6), (b) (7)(C) the staff members names and the course information, name of course and time of course, and why you want that staff member to teach the course.

If the course meets anytime during Monday - Friday 9-5 you will also need to explain that the person you want to hire does not work the 9-5 standard hours and explain what the regular hours are for that person. If the person does normally work Monday - Friday 9-5 then they should only be teaching a night class that starts after 5:00.

Staff who have teaching as part of their job description and do not receive additional pay for teaching do not need HR approval.

Once you get the approval please send it to me and I will add the person to the course.

(b) (6), (b) (7)(C)

Have a field day with this. About 90% of this procedure is new as of Summer classes, 2018.

Goldman, Emily G.

From: Ronald Patenaude <rpटनाुडे@seiu888.org>
Sent: Tuesday, April 10, 2018 1:16 PM
To: Goldman, Emily G.
Subject: Fw: Hiring staff to teach in addition to their course work

Info on unilateral changes to the guidelines for teaching

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpटनाुडे@seiu888.org

From: (b) (6), (b) (7)(C)
Sent: Wednesday, March 28, 2018 4:06 PM
To: Ronald Patenaude
Subject: Fwd: Hiring staff to teach in addition to their course work

Begin forwarded message:

From: (b) (6), (b) (7)(C) @emerson.edu>
Date: March 28, 2018 at 4:05:34 PM EDT
To: (b) (6), (b) (7)(C)
Subject: Fwd: Hiring staff to teach in addition to their course work

----- Forwarded message -----
From: (b) (6), (b) (7)(C) @emerson.edu>
Date: Tue, Mar 20, 2018 at 10:46 AM
Subject: Re: Hiring staff to teach in addition to their course work
To: (b) (6), (b) (7)(C) @emerson.edu>
CC: (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>

What about "exempt" staff who don't have a standard 8:45-5:00 workday. The work hours and the time they can teach can vary, and teaching at another time serves the good of the department?

In most cases in VMA, the course they are assigned to teach can only be taught by them. Often there is a connection to their administrative/professional work. Their teaching may very well support, enrich and inform their job overall.

Also, I don't see any instructions here regarding Directed Studies or Directed Work.

Thanks,

(b) (6), (b) (7)(C)

On Sat, Mar 17, 2018 at 2:05 PM, (b) (6), (b) (7)(C) @emerson.edu> wrote:

The have to be exempt and they can not teach during regular work hours. For example, my professional staff in advising are exempt and must to work 9-5 Monday through Friday, they do work longer hours usually then this but they are not required to do it, so they will only be able to teach courses that run after 5:00 pm.

There are other exempt staff who must work weekends and nights so the case to HR would be that they do not work 9-5 Monday through Friday so teaching during those hours is not an issue.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Emerson College

(b) (6), (b) (7)(C)

On Sat, Mar 17, 2018 at 1:26 PM, (b) (6), (b) (7)(C) @emerson.edu> wrote:

Hi (b) (6), (b) (7)(C)

Thanks. What criteria will HR use to determine if a staff member receives permission?

Thanks,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

School of the Arts

Emerson College

(b) (6), (b) (7)(C)

On Fri, Mar 16, 2018 at 3:52 PM, (b) (6), (b) (7)(C) @emerson.edu> wrote:

Hi:

Your departments often hire staff to teach courses that are in addition to their staff jobs and they are paid extra to do that work. It is now required that the staff be pre-approved by HR before I can assign them to classes.

The staff member must have an Exempt status.

You should email (b) (6), (b) (7)(C) the staff members names and the course information, name of course and time of course, and why you want that staff member to teach the course.

If the course meets anytime during Monday - Friday 9-5 you will also need to explain that the person you want to hire does not work the 9-5 standard hours and explain what the regular hours are for that person. If the person does normally work Monday - Friday 9-5 then they should only be teaching a night class that starts after 5:00.

Staff who have teaching as part of their job description and do not receive additional pay for teaching do not need HR approval.

Once you get the approval please send it to me and I will add the person to the course.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Emerson College

(b) (6), (b) (7)(C)

x

(b) (6), (b) (7)(C)

p: (b) (6), (b) (7)(C)

Emerson IT

More Unreads ↑

- labops
- mtc
- spams
- starwars
- the-dead-zone
- twitter
- wrestling
- zendesk

Direct Messages

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

o

Apps

(b) (6), (b) (7)(C) 1:53 PM

so, the JHE article was sent to me by (b) (6), (b) (7)(C) who runs (b) (6), (b) (7)(C) that pays for (b) (6), (b) (7)(C). I feel a little like this caught (b) (6), (b) (7)(C) and I flat footed - I certainly would have liked to know if something that I worked on was going to appear in a national publication. I don't know what (b) (6), (b) (7)(C) views on Emerson being quoted are - I don't THINK (b) (6), (b) (7)(C) mind - but can you check with me before sharing news like this in the future?

(b) (6), (b) (7)(C) 2:04 PM

Sure. I didn't even know that (b) (6), (b) (7)(C) was going to publish the article specifically mentioning Emerson. I only thought (b) (6), (b) (7)(C) was asking to gather general pricing increases throughout higher ed

I told (b) (6), (b) (7)(C) wasn't the one who purchases the licensing but was informed of the hike. (b) (6), (b) (7)(C) then asked if there has been hikes like this before and I said I didn't know. (b) (6), (b) (7)(C) the asked me if I knew why the hike was soon much and I said in my opinion it was due to the takeover from LinkedIn and Microsoft

But I couldn't say for sure

(b) (6), (b) (7)(C) 2:11 PM

Thanks for letting me know!

(b) (6), (b) (7)(C) 2:11 PM

No prob

(b) (6), (b) (7)(C) 3:31 PM

Oh boy. (b) (6), (b) (7)(C) is not happy about this. (b) (6), (b) (7)(C) saw it first and sent it to (b) (6), (b) (7)(C) who sent it to (b) (6), (b) (7)(C) about to call (b) (6), (b) (7)(C) back now.

(b) (6), (b) (7)(C) 3:32 PM

Oh geez

January 27th, 2017

(b) (6), (b) (7)(C) 10:35 AM

(b) (6), (b) (7)(C) are you going to be in your office in the next 20-30 minutes or so?

(b) (6), (b) (7)(C) 10:48 AM

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fw: Staff Teaching
Date: Tuesday, April 10, 2018 12:59:23 PM
Attachments: [image1.png](#)
[image2.png](#)

Regarding our charge that unilateral changes to the staff teaching policies are being made, while we are still bargaining over the issue. RP

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

From: (b) (6), (b) (7)(C)
Sent: Tuesday, April 3, 2018 10:07 PM
To: Ronald Patenaude
Subject: Staff Teaching

Hi Ron-
This happened today:



He followed up in a text:



Let me know if there's more I can do?

Thanks!

(b) (6)

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fwd: Information request
Date: Wednesday, April 4, 2018 12:59:52 PM

Sent from my iPhone

Begin forwarded message:

From: Ronald Patenaude <rpटनाुडे@seiu888.org>
Date: March 23, 2018 at 8:17:02 AM EDT
To: "DiGiovanni, Nicholas" <NDiGiovanni@morganbrown.com>
Cc: Christine Hughes <christine_hughes@emerson.edu>, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @emerson.edu, (b) (6), (b) (7)(C) John (b) (6), (b) (7)(C) Magner <jmagner@seiu888.org>, Rand Wilson <rwilson@seiu888.org>, (b) (6), (b) (7)(C)
Subject: Re: Information request

Good Morning Nick, with regard to your response for the information I've asked for, we're going to have to spec fully agree to disagree. (b) (6), (b) (7)(C) was given a discipline By (b) (6), (b) (7)(C) supervisor. I think I know the reason why and I think that is obviously related to one of the charges that have been filed, so we'll deal with it in that manner if need be.

On a different note management has asked us for a list of our members that teach? That's not something that we feel we need to research and if the employer has no handle on that information that's indicative of part of the problem we're having with the failure of management to bargain over those duties and those positions.

Therefore I have no responsive documents regarding who among our membership teachers.

Thank you RP

Sent from my iPhone

On Mar 22, 2018, at 3:48 PM, DiGiovanni, Nicholas
<NDiGiovanni@morganbrown.com> wrote:

Ron,

With regard to your information request, please be advised (yet again) that (b) (6), (b) (7)(C) was not disciplined. There is no record of discipline in (b) (6), (b) (7)(C) personnel file. Consequently, there is no

(b) (6), (b) (7)(C) correspondence relating to a discipline" involving
Nick

From: Ronald Patenaude <rpatenaude@seiu888.org>
Sent: Wednesday, March 21, 2018 2:04 PM
To: DiGiovanni, Nicholas <NDiGiovanni@morganbrown.com>; Christine Hughes <christine_hughes@emerson.edu> (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @emerson.edu>
Cc: (b) (6), (b) (7)(C) John Magner <jmagner@seiu888.org>; Rand Wilson <rwilson@seiu888.org>
Subject: Information request

Please find attached an information request related to the discipline that (b) (6), (b) (7)(C) had received.

Thank you. RP

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fw: Update on Recent Requests for Emerson
Date: Tuesday, April 10, 2018 12:17:55 PM

Please note bullet #3

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpटनाुडे@seiu888.org

From: (b) (6), (b) (7)(C) @emerson.edu>
Sent: Tuesday, November 7, 2017 4:07 PM
To: Ronald Patenaude; Christine Hughes (Christine_Hughes@emerson.edu); (b) (6), (b) (7)(C) Contact
Subject: Update on Recent Requests for Emerson

Hi Ron,

Just an update on your recent requests.

- 1) I will have an update for you on (b) (6), (b) (7)(C) tomorrow.
- 2) I anticipate that I will have the updated roster with the additional information you requested by noon on Thursday.
- 3) Once I have completed the updated roster, I will work on your request associated which union members have received salary adjustments since the union election in 2016. I anticipate having this to you by the end of the day on Tuesday of next week, since the college is closed on Friday.
- 4) Based on the job descriptions and previous explanations I gave you relative to their supervisory roles, I am removing (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) from the roster.

Please let me know if you have any questions. Thanks (b) (6), (b) (7)(C)

From: [DiGiovanni, Nicholas](#)
To: [Goldman, Emily G.](#)
Subject: RE: Emerson College, 01-CA-217078
Date: Monday, May 7, 2018 6:05:37 PM

Emily,

Thank you very much for the extension; I understand there will be not further extensions. We will be happy to make witnesses available for the investigation with counsel present, but I do not anticipate at this time that we would agree to taking affidavits. But, depending on the matter at hand, I would be happy to revisit that position after any meetings you may have with witnesses.

Thanks again,
Nick

From: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Sent: Monday, May 7, 2018 12:35 PM
To: DiGiovanni, Nicholas <NDiGiovanni@morganbrown.com>
Subject: RE: Emerson College, 01-CA-217078

Nick,

I will grant your extension until May 25, but will not be able to grant any extensions beyond that date. Can you please let me know your position with respect to making witnesses available for affidavits? Thanks.

Emily

From: DiGiovanni, Nicholas [<mailto:NDiGiovanni@morganbrown.com>]
Sent: Saturday, May 05, 2018 11:19 AM
To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Subject: RE: Emerson College, 01-CA-217078

Emily,

I'm sorry – I meant to ask for an extension to Friday May 25, not May 21
Nick

From: DiGiovanni, Nicholas
Sent: Saturday, May 5, 2018 10:58 AM
To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Subject: RE: Emerson College, 01-CA-217078

Dear Ms. Goldman,

Thank you for sending the details of the charge and request for

information. We would respectfully ask for an extension to Monday May 21 to respond to the allegations and to provide requested information. We make this request for a number of reasons.

First, you have left us one week to file a response and the upcoming week is one of the busiest of the year for the College, as the administration is planning for both the Board of Trustees meeting on May 11-12 and Commencement on May 13. This will leave several College officials largely unavailable for review and preparation this week, including General Counsel Christine Hughes.

Second, and as important, the administration and the Union are working furiously this week to finally resolve the 18 month contract negotiations with scheduled meetings on May 10 and several off-line discussions taking place with Union representatives. This is the week the entire round of bargaining is coming to final fruition and we expect/hope to have a four year contract completed shortly. The practical reality is that resolution of both the full agreement as well as particular issues that connect to the charge may obviate the need for further investigation.

Third, the charge was filed some six weeks ago. Until now, the College did not have any particulars of the allegations or what exactly the Union was complaining about except in the broadest of generalities. To now require a detailed response from the College in just one week does not seem reasonable.

We hope you will look favorably upon this request.

Nicholas DiGiovanni
Labor Counsel to the College

Nicholas DiGiovanni, Jr., Esq.
Morgan, Brown & Joy
200 State Street
Boston, MA 02109
(617) 788-5004 (direct)
(617) 523-6666 (main office line)

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From: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Sent: Friday, May 4, 2018 3:27 PM
To: DiGiovanni, Nicholas <NDiGiovanni@morganbrown.com>
Subject: Emerson College, 01-CA-217078

Nick,
Please see attached correspondence.

Sincerely,

Emily Goldman
National Labor Relations Board
Region 1
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 601
Boston, MA 02222-9935
Phone: (857) 317-7808
Fax: (617) 565-6725

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E-File:

The NLRB has converted to an electronic file system. The NLRB strongly encourages all parties to file electronically, through its online E-File system, all substantive documents presented to the Agency. Please select the appropriate link to access the Agency's E-File system:

- E-File <https://apps.nlrb.gov/eservice/efileterm.aspx>
- E-File new Charge/Petition <https://apps.nlrb.gov/eservice/efileterm.aspx?app=chargeandpetition>

From: [DiGiovanni, Nicholas](#)
To: [Goldman, Emily G.](#)
Subject: RE: Emerson College, 01-CA-217078
Date: Monday, May 14, 2018 12:45:44 PM

Hi Emily,

Just FYI, the parties did reach a tentative agreement on Thursday for an initial four year collective bargaining agreement. I still have May 25 as the due date for the College's statement of position and response, but did want to bring the settlement to your attention as it may, or may not, affect the continuing investigation of the original charge filed by the SEIU.

Thank you,
Nick

From: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Sent: Monday, May 7, 2018 12:35 PM
To: DiGiovanni, Nicholas <NDiGiovanni@morganbrown.com>
Subject: RE: Emerson College, 01-CA-217078

Nick,

I will grant your extension until May 25, but will not be able to grant any extensions beyond that date. Can you please let me know your position with respect to making witnesses available for affidavits? Thanks.

Emily

From: DiGiovanni, Nicholas [<mailto:NDiGiovanni@morganbrown.com>]
Sent: Saturday, May 05, 2018 11:19 AM
To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Subject: RE: Emerson College, 01-CA-217078

Emily,

I'm sorry – I meant to ask for an extension to Friday May 25, not May 21
Nick

From: DiGiovanni, Nicholas
Sent: Saturday, May 5, 2018 10:58 AM
To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Subject: RE: Emerson College, 01-CA-217078

Dear Ms. Goldman,

Thank you for sending the details of the charge and request for information. We would respectfully ask for an extension to Monday May 21 to respond to the allegations and to provide requested information.

We make this request for a number of reasons.

First, you have left us one week to file a response and the upcoming week is one of the busiest of the year for the College, as the administration is planning for both the Board of Trustees meeting on May 11-12 and Commencement on May 13. This will leave several College officials largely unavailable for review and preparation this week, including General Counsel Christine Hughes.

Second, and as important, the administration and the Union are working furiously this week to finally resolve the 18 month contract negotiations with scheduled meetings on May 10 and several off-line discussions taking place with Union representatives. This is the week the entire round of bargaining is coming to final fruition and we expect/hope to have a four year contract completed shortly. The practical reality is that resolution of both the full agreement as well as particular issues that connect to the charge may obviate the need for further investigation.

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We hope you will look favorably upon this request.

Nicholas DiGiovanni
Labor Counsel to the College

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From: Goldman, Emily G. <Emily.Goldman@nlrb.gov>

Sent: Friday, May 4, 2018 3:27 PM

To: DiGiovanni, Nicholas <NDiGiovanni@morganbrown.com>

Subject: Emerson College, 01-CA-217078

Nick,

Please see attached correspondence.

Sincerely,

Emily Goldman
National Labor Relations Board
Region 1
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 601
Boston, MA 02222-9935
Phone: (857) 317-7808
Fax: (617) 565-6725

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- E-File <https://apps.nlr.gov/eservice/efileterm.aspx>
- E-File new Charge/Petition <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fw: Response Related to Request for Job Review
Date: Tuesday, April 10, 2018 12:20:13 PM

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

From: (b) (6), (b) (7)(C) @emerson.edu>
Sent: Monday, September 25, 2017 11:08 AM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C) Ronald Patenaude
Subject: Response Related to Request for Job Review

Hi (b) (6), (b) (7)(C)

Here are my comments relative to your most recent request for a job review. I will be happy to discuss these issues in our meeting tomorrow (b) (6), (b) (7)(C)

Issues which have not changed since the last review:

- The job level for a positions is defined by the way the role functions within the organization, based on the needs of the organization. The job level is based on the job, not the incumbent in the job.
- The job level for a position is determined relative to other positions and job levels within an organizational structure.
- Credentials and experience are used to determine whether the incumbent has the appropriate skills to do the job.

o While it is necessary for the employee to have the requisite skills and credentials for the role s/he is performing in the organization, this does not guarantee or suggest that if an incumbent has credentials and experience tied to a higher job level that they will automatically be mapped to the higher level. Mapping and job levels are based on the employee's role and job description, based on organizational need.

o It is important to note that there are many individuals within Emerson who have master's degrees and many years of experience, and this is common within academic institutions where there are many long service staff members. However, since Emerson is not a large organization, some departments are small and specialized. In these cases there may be limited opportunities for upward advancement within a department and it may be necessary for the incumbent to assume a role in a different department or function for future advancement.

- The Manager of VMA position is a job which is small in scope:
 - o Individual contributor role;
 - o Position represents a small department role relative to the size and scope of VMA;
 - o Role is not a critical position or necessary for daily operations within VMA;
 - o Role has limited consequence of action (negative impact to the organization in the event of operational or financial errors);
 - o Role is more junior to other essential/critical operational roles within VMA;
 - o A significant portion of the role is administrative rather than managerial ;
 - o The position has a modest amount of complexity relative to more senior roles in the organization;
 - o This role does not direct strategic objectives without oversight and supervision;
 - o While this position regularly interacts with other departments within VMA and Academic Affairs, the amount of strategic interaction and impact related to policy development and impact on other key functions (IT, Administration and Finance, Enrollment, Dean of Students, Marketing and Communications, General Counsel, etc.) is limited.

The scope for the role has been reviewed and confirmed by both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

Issues warranting additional review before final determination is made:

- The degree of independent judgement exhibited in program design;
- The degree to which this role sets strategic objectives needs to be confirmed;
- The degree of independent judgement related to negotiating contracts terms associated with program delivery needs clarification;
- The relationship of this position to other positions in VMA (especially those deemed to be essential or critical roles);
- Results of staff compensation study update which is currently being conducted and will be completed by March 1, 2018
- Comparable pay data

o While our objective is to have competitive pay for all positions within Emerson, the college does not pay at the same level as larger organizations or Ivy League institutions (i.e., Northeastern, BU, Harvard, MIT, Wellesley, etc.) Emerson does not have the same endowment and financial resources as these other schools and so Emerson views itself as competitive if it pays in the range of 80% of the amount these schools pay for their positions. For instance, if these schools pay for positions at the range midpoint, Emerson aligns with the 40th percentile, which is 80% the salary range midpoint for a particular job grade.

Next Steps

- Written clarification is needed from (b) (6), (b) (7)(C) related to the level of self-directed activity related to plan program design, strategic impact and ability to negotiate contract terms associated with program delivery;
- Completion of the update to the Staff Compensation Study is needed to determine current market pay data and where this role falls relative to other positions in VMA and jobs in other functions that would be viewed as peer positions both at Emerson and in the market;
- Based on these issues, a decision will be made relative the revised job level by February 1, 2018 (data should be available by this time, even though full study will not likely be completed until March 1, 2018).

From: [DiGiovanni, Nicholas](#)
To: [Goldman, Emily G.](#)
Subject: Emerson College 01-CA-217078
Date: Thursday, May 17, 2018 4:04:29 PM

Hi Emily,

Thanks for your message yesterday. Just a quick FYI, I sent Ron Patenaude a complete draft of the new contract late last Friday. Hopefully he'll be fine with it. I believe they are planning a ratification meeting within the next two weeks.

Best,
Nick

Nicholas DiGiovanni, Jr., Esq.
Morgan, Brown & Joy
200 State Street
Boston, MA 02109
(617) 788-5004 (direct)
(617) 523-6666 (main office line)

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From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Link to the EC tuition remission program
Date: Tuesday, April 10, 2018 1:14:36 PM

<http://www.emerson.edu/human-resources/benefits/tuition-remission-program>



Tuition Remission Program | Emerson College

www.emerson.edu

Full-time staff employees may enroll in up to eight credits (undergraduate or graduate level courses) per semester at Emerson, on a space available basis.

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpate-naude@seiu888.org

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fw: Staff Who Teach Issue
Date: Tuesday, April 10, 2018 1:25:26 PM

(b) (6), (b) (7)(C) is a member who can speak to the changes in the teaching policies, as I believe part of (b) (6), (b) (7)(C) job is to (b) (6), (b) (7)(C) the instructors for the classes.

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpटनाुडे@seiu888.org

From: (b) (6), (b) (7)(C)
Sent: Friday, March 16, 2018 4:19 PM
To: Ronald Patenaude
Cc: (b) (6), (b) (7)(C)
Subject: Staff Who Teach Issue

Ron,

Sent to some of us, and Dept Chairs: RE: new policies for staff who teach. This is from the Executive Director of Academic Affairs:

Hi:

Your departments often hire staff to teach courses that are in addition to their staff jobs and they are paid extra to do that work. It is now required that the staff be pre-approved by HR before I can assign them to classes.

The staff member must have an Exempt status.

You should email (b) (6), (b) (7)(C) the staff members names and the course information, name of course and time of course, and why you want that staff member to teach the course.

If the course meets anytime during Monday - Friday 9-5 you will also need to explain that the person you want to hire does not work the 9-5 standard hours and explain what the regular hours are for that person. If the person does normally work Monday - Friday 9-5 then they should only be teaching a night class that starts after 5:00.

Staff who have teaching as part of their job description and do not receive additional pay for teaching do not need HR approval.

Once you get the approval please send it to me and I will add the person to the course.

(b) (6), (b) (7)(C)

Have a field day with this. About 90% of this procedure is new as of Summer classes, 2018.

From: [DiGiovanni, Nicholas](#)
To: [Goldman, Emily G.](#)
Subject: Re: Emerson College 01-CA-217078
Date: Monday, May 21, 2018 12:06:12 PM

Good morning, Emily,
Ron Patenaude confirmed with me this weekend that he is withdrawing the charges, but I do not have any confirmation of that yet from you. I'm mindful of Friday's deadline for the College's statement of position and we would happily like to avoid having to do more work on that project if we can avoid it. Please let me know where things stand so I can plan the week.
Thank you,
Nick

Sent from my iPhone

On May 17, 2018, at 4:11 PM, Goldman, Emily G. <Emily.Goldman@nlrb.gov> wrote:

Thanks for letting me know, Nick. I will follow up with him again if I do not hear from him soon.

Emily

From: DiGiovanni, Nicholas [<mailto:NDiGiovanni@morganbrown.com>]
Sent: Thursday, May 17, 2018 4:03 PM
To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Subject: Emerson College 01-CA-217078

Hi Emily,
Thanks for your message yesterday. Just a quick FYI, I sent Ron Patenaude a complete draft of the new contract late last Friday. Hopefully he'll be fine with it. I believe they are planning a ratification meeting within the next two weeks.
Best,
Nick

Nicholas DiGiovanni, Jr., Esq.
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From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Withdrawal of ULPs against Emerson College
Date: Monday, May 21, 2018 11:53:58 AM

Dear Ms. Goldman, as we have come to a tentative agreement with the College management, including their agreement that we will meet to resolve any of the outstanding issues related to the ULPs we had filed, I am requesting that the charges be withdrawn without prejudice.

On behalf of myself and our members at Emerson College, we'd like to thank you for all of your work regarding these issues.

Sincerely, RP

PS I didn't know if I should notify the College's legal counsel or if that is done through your office?

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Emerson College anti-union webpage
Date: Wednesday, April 4, 2018 11:56:38 AM

<http://www.emerson.edu/human-resources/union-information>

Sent from my iPhone

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fw: Hiring staff to teach in addition to their course work
Date: Tuesday, April 10, 2018 1:16:18 PM

Info on unilateral changes to the guidelines for teaching

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpटनाुडे@seiu888.org

From: (b) (6), (b) (7)(C)
Sent: Wednesday, March 28, 2018 4:06 PM
To: Ronald Patenaude
Subject: Fwd: Hiring staff to teach in addition to their course work

Begin forwarded message:

From: (b) (6), (b) (7)(C) [@emerson.edu](#)>
Date: March 28, 2018 at 4:05:34 PM EDT
To: (b) (6), (b) (7)(C)
Subject: Fwd: Hiring staff to teach in addition to their course work

----- Forwarded message -----

From: (b) (6), (b) (7)(C) [@emerson.edu](#)>
Date: Tue, Mar 20, 2018 at 10:46 AM
Subject: Re: Hiring staff to teach in addition to their course work
To: (b) (6), (b) (7)(C) [@emerson.edu](#)>
CC: (b) (6), (b) (7)(C) [@emerson.edu](#)>, (b) (6), (b) (7)(C) [@emerson.edu](#)>

What about "exempt" staff who don't have a standard 8:45-5:00 workday. The work hours and the time they can teach can vary, and teaching at another time serves the good of the department?

In most cases in VMA, the course they are assigned to teach can only be taught by them. Often there is a connection to their administrative/professional work. Their teaching may very well support, enrich and inform their job overall.

Also, I don't see any instructions here regarding Directed Studies or Directed Work.

Thanks,

(b) (6), (b) (7)(C)

On Sat, Mar 17, 2018 at 2:05 PM, (b) (6), (b) (7)(C) <[@emerson.edu](mailto:(b) (6), (b) (7)(C)@emerson.edu)> wrote:

The have to be exempt and they can not teach during regular work hours. For example, my professional staff in advising are exempt and must to work 9-5 Monday through Friday, they do work longer hours usually then this but they are not required to do it, so they will only be able to teach courses that run after 5:00 pm.

There are other exempt staff who must work weekends and nights so the case to HR would be that they do not work 9-5 Monday through Friday so teaching during those hours is not an issue.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Emerson College

(b) (6), (b) (7)(C)

On Sat, Mar 17, 2018 at 1:26 PM, (b) (6), (b) (7)(C) <[@emerson.edu](mailto:(b) (6), (b) (7)(C)@emerson.edu)> wrote:

Hi (b) (6), (b) (7)(C)

Thanks. What criteria will HR use to determine if a staff member receives permission?

Thanks,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

School of the Arts

Emerson College

(b) (6), (b) (7)(C)

On Fri, Mar 16, 2018 at 3:52 PM, (b) (6), (b) (7)(C) <[@emerson.edu](mailto:(b) (6), (b) (7)(C)@emerson.edu)> wrote:

Hi:

Your departments often hire staff to teach courses that are in addition to their staff jobs and they are paid extra to do that work. It is now required that the staff be pre-approved by HR before I can assign them to classes.

The staff member must have an Exempt status.

You should email (b) (6), (b) (7)(C) the staff members names and the course information, name of course and time of course, and why you want that staff member to teach the course.

If the course meets anytime during Monday - Friday 9-5 you will also need to explain that the person you want to hire does not work the 9-5 standard hours and explain what the regular hours are for that person. If the person does normally work Monday - Friday 9-5 then they should only be teaching a night class that starts after 5:00.

Staff who have teaching as part of their job description and do not receive additional pay for teaching do not need HR approval.

Once you get the approval please send it to me and I will add the person to the course.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Emerson College

(b) (6), (b) (7)(C)



--

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

p: (b) (6), (b) (7)(C)

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fwd: Social Media Guidelines
Date: Wednesday, April 4, 2018 12:40:37 PM
Attachments: [2015-2017 Disciplinary Actions.docx](#)
[ATT00001.htm](#)

Sent from my iPad

Begin forwarded message:

From: (b) (6), (b) (7)(C)@emerson.edu>
Date: October 28, 2017 at 11:56:36 AM EDT
To: Ronald Patenaude <rpatenaude@seiu888.org>
Cc: Christine Hughes <christine_hughes@emerson.edu>, "DiGiovanni, Nicholas" <ndigiovanni@morganbrown.com>
Subject: Fwd: Social Media Guidelines

Good Morning Ron -

You asked for the following information by end of day yesterday and I was in meetings till late and so I am sending now. Thank you for sharing the document with me yesterday, I appreciate it. Let me know how and if you want to follow up on that.

You requested:

1. A list of ALL Emerson Employees who have received discipline of any kind in the last two years and the reason for the discipline - redacted information for NON members.
2. Disciplines for violation of a social media policy.
3. A copy of any current Emerson social media policy any previous policies if it has been updated in the last 3 years.

The link to the policy - it has not changed in 3 years.

<http://www.emerson.edu/policy/social-media-guidelines>

Attached is a summary of discipline (PIPs, Terms) over the last two years

Please let me know if you have any other questions.

(b) (6), (b) (7)(C)

--

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

EMERSON COLLEGE

120 Boylston Street | Boston MA 02116-4624 | T: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) [@emerson.edu](mailto:(b) (6), (b) (7)(C)@emerson.edu)

www.emerson.edu

Visit the Human Resources Outpost at our new location, room 408 in the Ansin Building. Human Resources representatives will be available Monday through Friday, noon until 3:00 pm.

pronouns: (b) (6), (b) (7)(C)

Discipline Summary 10/2015 – 10/2017

SEIU Union Disciplinary Actions

<u>Employee Name</u>	<u>Reason for Discipline</u>
(b) (6), (b) (7)(C)	Performance
(b) (6), (b) (7)(C)	Performance
(b) (6), (b) (7)(C)	Performance
(b) (6), (b) (7)(C)	Performance
(b) (6), (b) (7)(C)	Performance
(b) (6), (b) (7)(C)	Performance
(b) (6), (b) (7)(C)	Performance

Non-Union Disciplinary Actions

17 Employees Received Disciplinary Action

- 16 performance related
- 1 was spoken to for social media policy after subordinate complained about (b) (6), (b) (7)(C) degrading message about Emerson College on Facebook.

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: original wage proposal and management counter
Date: Wednesday, April 11, 2018 5:46:56 AM
Attachments: [Emerson College Economic Proposals meeting 07 11 2017 submitted 07 15 2017.docx](#)

Here is the cover for our initial economic proposals.

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

*** Wages**

We have created a step system for all grades (With the exception of grade 14 which we moved into grade 15) based on the College's 40% percentile, which is what we have understood the College is trying to move all employees towards.

All incumbent SEIU 888 members will be placed at the step closest to the 4% increase (within \$250 of that amount plus or minus) we have added on the combined membership list we created

We have also moved some members from their current grade to another based on we believe issues of fairness which we will articulate during our discussions.

*** Vacation (see attached)**

*** Holidays (see attached)**

*** Sick time buyback/incentive to be added**

*** Parking/Commuting**

In keeping with the City of Boston's Environment Department's Green initiatives and to enhance Emerson College transportation benefits, eligible SEIU 888 College staff will have free unrestricted use of the MBTA subway and local bus systems. Eligible staff will also receive a 60% commuter rail subsidy and a 50% subsidy for parking at MBTA stations up to \$100 a month.

<https://www.boston.gov/departments/environment>

<https://www.boston.gov/departments/environment/how-we-work-reduce-greenhouse-gas-emissions>

<http://www.emerson.edu/human-resources/benefits/transportation-benefits>

*** Health Insurance and Retirement**

(Will submit language that the benefits be spelled out in the CBA and are for the duration of the Contract.)

*** Regarding Travel** Per diem when traveling outside of the country needs to be clarified, what is used to determine the per diem?

*** Tuition Remission** we are going to propose that it be extended to other institutions outside of the Pro Art Consortium.

*** We also want to explore the issue of taxability** in situations that the courses or field of studies is beneficial to the College.

From: (b) (6), (b) (7)(C), (b) (7)(D)
To: [Goldman, Emily G.](#)
Subject: Re: Documents for Tuesday's meeting
Date: Tuesday, May 1, 2018 12:48:13 PM

I may be a bit late. We've had (b) (6), (b) (7)(C), (b) (7)(D) problems at the school and I am still trouble shooting them.

On Tue, May 1, 2018, 12:46 PM Goldman, Emily G. <Emily.Goldman@nlrb.gov> wrote:

1:00 p.m.

From: (b) (6), (b) (7)(C), (b) (7)(D)
Sent: Tuesday, May 01, 2018 12:46 PM
To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Subject: Re: Documents for Tuesday's meeting

Emily,

Excuse me for being dense but is our meeting at 1 or 1:30?

(b) (6), (b) (7)(C), (b) (7)(D)

On Mon, Apr 30, 2018, 5:02 PM Goldman, Emily G. <Emily.Goldman@nlrb.gov> wrote:

Wow, that was fast! Thanks (b) (6), (b) (7)(C), (b) (7)(D). I look forward to meeting with you tomorrow.

Emily Goldman
National Labor Relations Board
Region 1
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 601
Boston, MA 02222-9935

Phone: (857) 317-7808

Fax: (617) 565-6725

Go Green! Do not print this email unless it's necessary!

E-File:

The NLRB has converted to an electronic file system. The NLRB strongly encourages all parties to file electronically, through its online E-File system, all substantive documents presented to the Agency. Please select the appropriate link to access the Agency's E-File system:

- E-File <https://apps.nlr.gov/eservice/efileterm.aspx>
- E-File new Charge/Petition <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

From: (b) (6), (b) (7)(C), (b) (7)(D)
Sent: Monday, April 30, 2018 5:01 PM
To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Subject: Documents for Tuesday's meeting

Hi Emily,

Here are the documents that we will need to discuss at tomorrow's meeting.

See you then,

(b) (6), (b) (7)(C), (b) (7)(D)

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fwd: Status of my inquiry about discipline of (b) (6), (b) (7)(C)
Date: Wednesday, April 4, 2018 12:28:29 PM

Email thread related to (b) (6), (b) (7)(C)

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@emerson.edu>
Date: D 56:40 PM EST
To: Ronald Patenaude <rpatenaude@seiu888.org>
Cc: "DiGiovanni, Nicholas" <ndigiovanni@morganbrown.com>, Christine Hughes <christine_hughes@emerson.edu>
Subject: Fwd: Status of my inquiry about discipline of (b) (6), (b) (7)(C)

Hi Ron - on October 28th I responded to your request for:

1. a list of all Emerson employees who have received discipline of any kind in the last two years and the reason for the discipline - redacted information for non-members.
2. Disciplines for violating the Social Media Policy
3. A copy of any current Emerson social media policy

At the union negotiation meeting on 11/9/17 you pulled me aside and showed me a note that an employee (b) (6), (b) (7)(C) received from (b) (6), (b) (7)(C) supervisor. That memo, as the October 28th email reflects, was not a disciplinary memo but rather it was a counseling memo, nor was it placed in (b) (6), (b) (7)(C) personnel file.

Please let me know if you have any other questions.
thanks

(b) (6), (b) (7)(C)

----- Forwarded message -----

From: **Ronald Patenaude** <rpatenaude@seiu888.org>
Date: Tue, Nov 28, 2017 at 9:32 AM
Subject: Status of my inquiry about discipline of (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@emerson.edu>, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@emerson.edu>
Cc: "NDiGiovanni@morganbrown.com" <NDiGiovanni@morganbrown.com>, "christine_hughes@emerson.edu" <christine_hughes@emerson.edu>, John Magner <jmagner@seiu888.org>, (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C) as you may recall I inquired of you if you had any knowledge of the discipline that was given to (b) (6), (b) (7)(C) lasted to an allegation (b) (6), (b) (7)(C) had violated the College's public media policy.

You did not seem to be totally aware of the discipline and were going to look into it for me.

Please provide an update on the status of your review and please provide a copy of the signed discipline that was presented to (b) (6), (b) (7)(C)

Thank you. RP

Sent from my iPad

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

EMERSON COLLEGE

120 Boylston Street | Boston MA 02116-4624 | T: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) [@emerson.edu](mailto:(b) (6), (b) (7)(C)@emerson.edu)

www.emerson.edu

Visit the Human Resources Outpost at our new location, room 408 in the Ansin Building. Human Resources representatives will be available Monday through Friday, noon until 3:00 pm.

pronouns (b) (6), (b) (7)(C)

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: missing member
Date: Tuesday, April 24, 2018 10:44:10 AM

Hi Emily, the other member that just disappeared off the lists was (b) (6), (b) (7)(C) Thank you. RP

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fw: Update on (b) (6), (b) (7)(C)
Date: Tuesday, April 10, 2018 12:16:10 PM

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

From: (b) (6), (b) (7)(C) @emerson.edu>
Sent: Wednesday, November 8, 2017 4:37 PM
To: Ronald Patenaude
Cc: (b) (6), (b) (7)(C)
Subject: Update on (b) (6), (b) (7)(C)

Ron, I have scheduled a meeting on Monday to discuss the job leveling for (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) manager, (b) (6), (b) (7)(C)

I will update you on this discussion and will provide a timeline for resolution subsequent to the meeting by the close of business on Monday. (b) (6), (b) (7)(C)

From: [Ronald Patenaude](#)
To: [Goldman, Emily G.](#)
Subject: Fw: Emerson Compensation Information: 1 of 2
Date: Tuesday, April 10, 2018 12:14:55 PM
Attachments: [EmersonCompStudySummary.pdf](#)
[EmersonJobLevelMatrix.pdf](#)
[EmersonBenchmarkPositionsListing.pdf](#)
[EmersonSalaryAdministrationManual.pdf](#)

Ron Patenaude
SEIU 888 Field Representative
Cell 413-427-3785
Email rpatenaude@seiu888.org

From: (b) (6), (b) (7)(C) @emerson.edu>
Sent: Wednesday, January 24, 2018 3:34 PM
To: Ronald Patenaude
Subject: Fwd: Emerson Compensation Information: 1 of 2

Hi Ron,

This is the information that I sent last year related to the study. This information has not changed. Additional information tomorrow morning. Thanks, (b) (6), (b) (7)(C)

----- Forwarded message -----

From: (b) (6), (b) (7)(C) @emerson.edu>
Date: Fri, Dec 9, 2016 at 4:35 PM
Subject: Emerson Compensation Information: 1 of 2
To: "rpatenaude@seiu888.org" <rpatenaude@seiu888.org>
Cc: Christine Hughes <Christine_Hughes@emerson.edu>, "DiGiovanni, Nicholas" <NDiGiovanni@morganbrown.com>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>, (b) (6), (b) (7)(C) @emerson.edu>

Hi Ron –

Pursuant to your request, attached please find documentation related to the

College's compensation program. In addition to the two emails I am sending you today, I am also in the process of gathering additional information related to the study results and will provide this to you as soon as possible next week. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[REDACTED]

Emerson College

(b) (6), (b) (7)(C) [@emerson.edu](mailto:(b) (6), (b) (7)(C)@emerson.edu)

(b) (6), (b) (7)(C)

**Emerson College
Staff Compensation Study Summary
December, 2013**

Emerson Staff Compensation Study Summary

This summary is designed to provide managers and staff with an understanding of Emerson College's compensation philosophy and the results of the recent Staff Compensation Study that was conducted during 2013. The guidelines outlined here reflect best practices in academia and in the general marketplace related to compensation and pay administration.

Emerson Compensation Philosophy

Emerson's pay philosophy is to provide pay for staff members which falls within the competitive pay range for all positions.

To determine the competitive pay range for positions, the College creates salary ranges through the use of compensation surveys that align with academic and industry comparisons, as well as competencies based on job content to determine salary ranges by job level.

A distinct salary range has been determined for each job level within the College and includes the following components:

The **range minimum**, which is the minimum salary that should be paid for a position within the College.

The **25th percentile**, which is $\frac{1}{2}$ of the distance between the minimum of the salary range and the range midpoint;

The **midpoint** (range 50th) which is $\frac{1}{2}$ of the distance between the range minimum and the maximum of the salary range;

The **75th percentile**, which is $\frac{1}{2}$ of the distance between the range midpoint and the range maximum; and

The **range maximum**, which represent the maximum base salary amount that should be paid for a position within a particular salary grade.

All pay ranges within Emerson are expressed based on the salary that would be paid for a full-time staff member. These ranges will be pro-rated for staff who work less than a full-time work schedule.

Emerson's philosophy assumes that any staff member who is paid between the range minimum and the range maximum is paid within the competitive pay range based on that job level.

Emerson's philosophy also assumes that fully competitive pay is pay that falls between the 25th percentile and the range midpoint. In some instances, the college will pay staff members with sustained performance of "exceeds" or "outstanding" over many years, or with highly desired or critical skill sets above the range midpoint, but pay will normally be managed between the range minimum and the midpoint.

Staff Compensation Study

The College recently concluded a Staff Compensation Study to accomplish the following objectives:

- 1) To ensure that all staff within Emerson are paid within the competitive pay range for positions within the College;
- 2) To create standard job levels within the College to increase consistency and improve equity in how pay decisions are administered;
- 3) To determine whether existing salary ranges were appropriate based on industry comparisons and to determine whether the current number of salary grades required modification based on the College's new salary range structure;
- 4) To assess whether pay for staff members was competitive or to determine the appropriate amount of adjustments to improve pay competitiveness;
- 5) To determine the appropriate process around improving market pay competitiveness over time and to determine the appropriate funding requirements and time horizon relative to implementing pay actions;
- 6) To develop and implement uniform salary administrative practices to increase transparency and to provide more consistent treatment of staff related to merit increases, promotions and the job evaluation process; and
- 7) To provide information which would allow staff members to understand the progression of job levels within the College and to provide insight that could be used to structure more effective development plans and career paths for staff development.

Job Grading

The College hired an independent consultant, Aon Hewitt, to develop a competency based model to distinguish between job levels within the College. Additionally, Aon Hewitt validated the use of other factors related to education, experience and working conditions that were proposed by the College based on industry best practices. The following factors were determined to be relevant to the leveling of jobs within the College:

Compensable Factor	Factor Definition
Knowledge and Application	Refers to the accumulation and depth of knowledge and the expectations of how the knowledge is applied.
Problem Solving	Refers to the difficulty of the problems to be solved, the degree to which judgment and analysis must be exercised in assessing problems and evaluating alternative solutions, and the extent to which assistance is available.
Interaction	Measures the interpersonal and communications skills required and the scope of diversity that may exist to account for the growing importance of working and managing a multi-dimensional, cross-cultural environment.
Impact	Measures the potential impact on business objectives as well as the sphere of influence and the time horizon of personal impact to accommodate the global and organizational governance structure.
Accountability	Measures the nature of accountability through the directness of the impact and the breadth and scope of financial impact.
Credentials and Experience	Refers to the academic and work experience necessary to perform the job and the desired or preferred credentials associated with performance of a job.
Working Conditions	Refers to whether there are physical or environmental challenges or hazards associated with performing the duties of the job.

More detail related to the compensable factors and the job-leveling matrix are attached available on the Staff Compensation Study intranet site.

Benchmark Job Comparison

The job leveling processes included the comparison of Emerson jobs against benchmark jobs in the marketplace. To accomplish this, Aon Hewitt identified approximately 94 benchmark positions across the College and then identified survey sources for each position in the market and collected salary data for these positions.

A benchmark job is defined as a job where the scope of the job is well defined and where there is a common definition of the job that is easily understood and applies to multiple markets or industries related to the job duties, education and experience required to perform the role. Two examples of benchmark jobs that fit this description would be Administrative Assistant I or Staff Accountant Level I.

Once this salary data was collected on the benchmark jobs, Aon Hewitt and Emerson created a salary structure that was representative of all Emerson positions, including a determination of the level of salary progression between job level midpoints and the range spread (difference between the range minimum and the range maximum) that is tied to each of the job levels. This salary range structure was designed to correlate with the job levels represented from the job-leveling matrix, which resulted in the College's new job level hierarchy.

Once the salary and job level structures were determined, Human Resources mapped the remaining positions against the job structure, and this work was reviewed and validated by Aon Hewitt. This mapping process also went through a calibration process to align jobs that were deemed to be of equal complexity or scope across divisions within the College.

Additional Factors That Impact Job Mapping

In addition to the mapping against the final job factors, additional considerations can affect the final job level assigned to a position. These may include:

Organizational structure: While a staff member may possess the experience and credentials that are tied to a higher job level within an organization, **the actual job scope and organizational level of a position within a functional organization will be the key determining factors in determining a jobs final job level.**

Reporting relationship: Based on the design of Emerson's job hierarchy, a Manager and a direct report may not occupy the same standard job grade. While there is flexibility in having working job titles be of a similar level (such as a Director reporting to a Director), this would only be allowed if one of these Director roles is an M4 while the other director was mapped to an E1 or higher role.

VP Calibration and Administration and Finance Review

Once all of the positions across the College were mapped, the results were sent to the Vice Presidents of each division for review and comment. Comments from the VPs were documented and then meetings were conducted including the VP of Administration and Finance, the division's VP, the AVP of Human Resources and the

Director of Compensation and Benefits to review the results. During these meetings, calibration issues related to the mapping of job levels across all divisions were incorporated into the final results.

Compensation Study Calibrations versus Promotions

The results of the position mapping against the new job and salary structures will be viewed as calibrations and may not result in additional salary actions. In some cases, the VP for each division will determine that the job alignment is associated with a significant change in scope for a limited number of positions, and will recommend promotions for the affected positions. Since no money has been allocated for promotional increases as part of the study, the VP will be responsible for obtaining finance approval based on their existing budgets to implement any promotional increases.

Any promotional increases that are recommended should follow the designated guidelines and approval process that are detailed in the promotions section of this manual.

Compensation Study Salary Adjustment Recommendations

As a result of the compensation salary alignment and mapping process, one of the following outcomes has been determined for all positions and will be implemented at the conclusion of the study.

- 1) The staff member's salary is below the minimum of the salary range:** For any staff member in this group, his/her salary will be increased to the range minimum in mid-December of 2013.
- 2) The staff member's salary is below the 25th percentile of the salary range:** For staff members in this group, they will be eligible for consideration for salary adjustments over time until their salaries reach the 25th percentile. Employee performance, job scope and market pay movement will be key factors in determining if a staff member in this group will receive a salary adjustment. The initial review for these adjustments will occur beginning in FY15, based on approved funding.
- 3) The staff member's salary is above the 25th percentile, but not over the maximum of the salary range:** For staff members in this category, there are no planned adjustments to salary as a result of the staff compensation study.

- 4) **The staff member's salary is above the range maximum:** For staff members in this category, there are no planned adjustments to salary as a result of the staff compensation study. Staff members in this group will continue to be eligible for merit increases based on performance.

Funding of Other Adjustments Related to the Staff Compensation Study

Funding has been secured to ensure that all employee salaries are at least the range minimum and will be implemented in December of 2013.

Over the next several years, based upon annual funding approvals, adjustments to salaries will be focused on moving staff salaries for employees who are below the range 25th toward the salary range 25th. Additional funding requests to move staff between the range 25th and the range midpoint will only be considered once salaries for all staff who are below the range 25th have been reviewed.

Salary Structure Maintenance

The revised salary ranges for FY14 were determined with the express intent of not needing to review the ranges for the next two fiscal years. Therefore, the next time the salary ranges will be reviewed for adjustments, if warranted, will be in FY16.

Commencing with the review in FY16, the salary structure will be reviewed at least every two years to determine whether a salary range adjustment is needed. Adjustments will be applied based on current market practices.

As warranted, changes to the salary structure will occur prior to the current year merit increase cycle.

When appropriate, the College may market-price one or more jobs on an ad-hoc basis to determine whether external labor pressures warrant increasing the current grade assignments and whether out-of-cycle market adjustments to individual pay are needed.

On an annual basis, key benchmark jobs may be compared to the market. It is expected that a more thorough review of all jobs will occur at least every two to three years.

Emerson will participate in local and national salary surveys on a regular, ongoing basis and will use the results of these surveys for determining pay competitiveness.

Communications

The Compensation Department has conducted manager and line staff meetings to explain the results of the Staff Compensation Study and to introduce the new Salary Administration Guidelines.

Additionally, staff members will receive a letter from Human Resources indicating their new job level once the plan is implemented.

Access to the job level structure, the job leveling matrix, and the salary administration manual are available via the Emerson Staff Compensation Study intranet page. Any questions concerning salary ranges that are not associated with the incumbent making the inquiry should be directed to the staff member's Manager or the Compensation Department.

Governance

The implementation of any practices outside of these policies requires approval from the director of compensation and benefits or the AVP of Human Resources. The Human Resources Advisory Committee and the Total Rewards Subcommittee have participated in the review of this summary and will be consulted for input concerning any future modifications to his program.

Emerson Job Level Matrix

Joblink Global Grades	Grade Name Support	Support	Grade Name Individual Contributor	Individual Contributor	Grade Name Management	Management	Grade Name Executive	Executive
21							E3	AVP 2
20							E2	Director 2/AVP 1
19							E1	Director 1
18			C5	Expert	M4	Manager 4		
17			C4	Advanced	M3	Manager 3		
16			C3	Career	M2	Manager 2		
15			C2	Intermediate	M1	Manager 1		
14	S4	Senior	C1	Entry				
13	S3	Intermediate						
12	S2	Entry						
11	S1	Seasonal						

version 12/2013

Benchmark Positions Used in Staff Compensation Study

Admin Assistant I
Admin Assistant II
Admin Assistant III
Admin Assistant IV
Assistant Director of Employment
Associate Director, Athletics
Associate Director, Enrollment
Associate Director, Enrollment, Financial Aid
Associate Director, Student Life, Housing
Associate General Counsel
Associate Manager, Administration and Finance
Assistant Director, Academic Affairs
Assistant Director, Academic Affairs, Archivist
Assistant, Director, Academic Affairs, Technical
Assistant Director, Administration and Finance, Purchasing
Assistant Director, Registrar
Assistant Director, Athletics
Assistant Director, Institutional and Alumni Relations
AVP Academic Affairs
AVP Human Resources
AVP Enrollment
AVP Facilities and Campus Services
AVP Government and Community Relations
Controller
Coordinator II, Communications and Marketing
Coordinator III, Employee Benefits
Coordinator III, Payroll
Coordinator III, Institutional and Alumni Relations
Coordinator IV, Academic Affairs
Custodian
Data Entry Clerk I
Dean of Students
Director of Employment
Director, of Academic Affairs, International
Director of Academic Affairs, Marketing
Director of Academic Affairs, Technical
Director, Academic Affairs
Director, Administration and Finance, Disbursements
Director, Administration and Finance, HR
Director, Administration and Finance
Director, Athletics
Director, Communications and Marketing, Creative Services
Director, Communications and Marketing, Media

Director, Communications and Marketing, Web
Director, Institutional and Alumni Relations
Director, Institutional and Alumni Relations, Gifts
Director, Information Technology
Director, Student Life, Career Services
Director, Student Life, Health and Wellness
Director, Compensation and Benefits
Executive Director, Academic Affairs
Executive Director, Library
Lieutenant, Public Safety
Manager, Administration and Finance
Manager, Administration and Finance, Custodial
Manager, Arts
Manager, Construction
Manager, Information Technology, Telecom
Manager, Media Services
Nurse Practitioner
Practice Clinician IV
Public Safety Dispatcher
Sergeant, Public Safety
Specialist II, Academic Affairs
Reference Librarian
Carpenter
Cashier
Crew Chief
Plumber
Purchasing Specialist
Staff Accountant
Specialist II, Enrollment
Specialist III, Administration and Finance
Specialist III, Arts
Specialist III, Athletics
Specialist III, Communications and Marketing, Content
Specialist III, Communications and Marketing, Copy Editing
Specialist III, Student Life
Specialist IV, Administration and Finance, Controller
Specialist IV, Human Resources
Specialist IV, Athletics, Men's Basketball
Specialist IV, Athletics, Softball
Specialist IV, Athletics, Athletics Trainer
Specialist IV, Athletics, Volleyball
Specialist IV, Marketing Communications
Specialist IV, Information Technology, Design
Specialist IV, Information Technology, Network Administration

Specialist IV, Information Technology, Programming
Specialist IV, Information Technology, Systems Administration
Specialist IV, Student Life, Psychologist
Specialist IV, Student Life, Social Worker
Specialist IV, TRF
Specialist V, Administration and Finance
Trade Mechanic
Trade Mechanic, Single Skills
Trade Mechanic 2

**Emerson College
Salary Administration Manual
December, 2013**

Emerson College Salary Administration Manual

This manual is designed to provide managers and staff with an understanding of the administrative procedures around the payment of salaries and promotional increases within the College. The guidelines outlined here reflect best practices in academia and in the general marketplace related to compensation and pay administration.

Salary Administration Guidelines

Merit Increases

Each year, Emerson will determine the amount of its merit increase budget based on both the market competitiveness and the College's financial position.

Staff Members Eligible for Merit Increase

Emerson's merit increase program is based on pay-for-performance; therefore performance appraisal ratings will be used to determine the amount of merit increases. Employees who are in the lowest performance category "does not meet" will be ineligible to receive a merit increase. Staff members who receive a partially meets rating or are on a performance improvement plan may not receive a merit increase, based on management discretion.

- 1) Staff Members are eligible for merit increases if their hire date during the current year is on or before March 30th.
- 2) Staff hired on or after April 1 of the current year will eligible for a merit increase in the following calendar year.
- 3) Eligibility for merit increases is limited to those who are employed and in good standing on the day the merit increases are paid.

The following guidance applies to staff members who have received a promotional or other salary adjustments increase during the past 12 months:

- 1) Staff members who have had a promotional or other adjustment on or before June 30th are eligible for a full merit increase.
- 2) Staff members who have had promotional increases or other salary adjustments after July 1 of the current year are not eligible for a merit increase until the next merit cycle.

The awarding of merit increases is contingent upon the funding of merit increases by the College and staff member performance.

Salary Increase Guideline Recommendations

As part of the communications for each annual merit cycle, Human Resources will provide merit increase guidelines based upon employee performance levels during the most recent performance appraisal process. Managers should follow these guidelines to ensure that there is equity in delivering salary increases within and across divisions based on each level of performance.

Merit Increase Pools

A merit increase pool will be provided to each Vice President as part of the merit increase planning process. This pool represents a “sum of the targets”, whereby all salaries for eligible staff members within a vice president’s organization are totaled and then multiplied by the target merit pool percentage. For instance, if the total of all salaries within a vice president’s department equals \$750,000, and the target merit increase is 2.5%, then the target merit increase pool would equal $\$750,000 \times .025$, or \$18,750.

The vice president will determine how merit increases will be planned in his/her division. In some cases, vice presidents will distribute pools by director and ask directors and/or managers to plan increases for roll-up back to the vice president. In other cases, the vice president will meet with his/her key directors/managers and will personally manage the input for the salary recommendations. The vice president for the division has final discretion on accepting or modifying recommendations made by his/her management team for the staff members within the division.

If after the allocation of all merit increases there is money left in the vice president’s pool, he/she may use these dollars for other adjustments to improve pay equity for existing staff and to recognize exceptional performance within the division. No separate other adjustment pool is provided as part of the annual merit increase process.

Utilization of Salary Pools During the Merit Process

Vice presidents may not overspend their pools. While lower level department director/managers may overspend the pools for their subgroups based upon smaller departments and the distribution of performance ratings for smaller groups, these pools must be reconciled and may not be overspent when the final recommendations are consolidated and reported back to Human Resources.

Promotional Increase Guideline Recommendations

All promotional increase recommendations are contingent on adequate funding approval. As budgets allow, a manager may recommend a salary increase in the range of 5% to 15%. Promotional increase recommendations in excess of 15% require additional approval from the director of compensation and benefits or the AVP of Human Resources. In the event that an increase recommendation in excess of 15% is approved, the Director of Compensation and Benefits may require that the increase not exceed 15% and that any remainder be provided as an other adjustment.

Internal equity should be always be considered for positions where there are multiple incumbents in the same position or positions within the same job grade so that salary compression issues are mitigated.

Retroactive Promotions and Salary Adjustments

Since there may be an impact on exempt versus non-exempt status as well as impact on tax withholding and payments that cross tax years, retroactive promotions and salary adjustments are discouraged. When allowed, these transactions may only be made retroactive to the first day of the calendar month, not to exceed 30 calendar days, and only if the transaction occurs during the same calendar year.

Management of Grant Funded Positions

Grant funded positions will be treated the same as all other staff positions, except for benefits eligibility if the position is a temporary position. The compensation department will be responsible for determining the job grades and pay ranges for these positions and these positions will follow the same guidelines related to hiring rates, salary increase guidelines and promotional increase guidelines. Changes to salaries, pay grades and job titling that vary from guidelines for staff employees are subject to review and approval by the director of compensation and benefits prior to implementation.

Lateral Moves at the Request of the College

For developmental reasons, if **the College requests** that a staff member assume a position in another division which occupies the same job grade, this lateral move may be recognized with an other adjustment of 3% if the staff member's salary is below the salary range midpoint. This type of movement should be reserved for staff who have made a significant contribution to the college, have above average performance, and for whom development is necessary in preparation for a future promotional move within the College.

No salary adjustment will be provided if the employee initiates the request for the lateral move or if the salary for the staff member is already above the range 25th percentile.

Timing of Position Reviews

Commencing in October of 2013, positions will only be reviewed on a periodic basis, based on the following compensation planning calendar:

Positions Submitted for Approval	Positions Reviewed	Effective Date of Position Change or Promotion
January 1 through March 15	March 1 through March 21 st	First business day in April
March 15 through June 15 th	June 1 through June 21 st	First business day of July
June 15 through September 30 th	No Positions Reviewed	No promotions or position changes during this period
October 1 through December 15 th	December 1 through December 21 st	First business day of January

Positions that are submitted after these processing deadlines will be moved to the next processing cycle.

Promotion and New Position Reviews

Based on changes in organizational structure and job duties, an existing position may be recommended for promotion or an updated position may be created. The manager will be responsible for documenting changes to an existing position or for creating a new job description that will be evaluated by the compensation department. If the review results in a re-grading of the position, the position will be eligible for a promotional adjustment, which must be funded from the Vice President's operating budget.

Hiring Salary Rates

Beginning with the implementation of the staff compensation study results, target hiring rates will be established by job grade at the **25th percentile** of the salary range. Hiring managers will have discretion to offer a new hire salary to an **external candidate** for a new position that falls between the range minimum and the range 25th. Offers in excess of the range 25th are subject to review and approval by the Director of Compensation and Benefits or the AVP of Human Resources.

In establishing hiring base pay levels, consideration should be given to the resulting staff member's position in range, particularly to ensure that there is sufficient room for future salary growth. Also, consideration of the base pay levels of similarly qualified and/or more experienced staff in the same or similar job(s) should occur prior to offer to ensure internal equity

Merit Increase Timetable When Staff Member is on Leave of Absence

For any staff member who is on leave of absence (short-term disability, military duty, extended FMLA or long-term disability, if applicable), the merit increase will be provided when the staff member returns from the LOA. The effective date of the increase will be the staff member's return from leave date and may not be made retroactively

Definition of a Promotion

A promotion is the movement of staff to a job with greater responsibility and where the increased scope and complexity of the role meets the job leveling factors associated with a higher job grade. An increased workload for a job without a change in scope does not warrant a promotion. Determinations related to whether a change in job duties warrants a promotion will be governed by the compensation department in consultation with the staff member's manager.

Promotions are normally eligible for a promotional increase as described under the promotional increase guidance included in this manual.

In rare instances, if the staff member's salary after the promotion falls below the salary range minimum for the new job level, the staff member's salary will be increased to the range minimum for the new position.

If a staff member received another salary adjustment in recognition of changes in job duties within the past 6 months, it may be appropriate to provide a promotion without an accompanying increase in base pay.

Staff members may only receive promotions of one job grade per promotion, and may only receive one promotion during a 12-month period. If a multiple level promotion is recommended it is subject to review and approval by the Director of Compensation and Benefits or the AVP of Human Resources.

All promotional or other adjustment requests require two levels of approval above the affected incumbent prior to implementation, unless the first level of approval is from the division's vice president. In this instance, one level of approval is sufficient for implementation.

Any change in job duties that does not meet the standards for a promotion is not eligible for an other adjustment increase.

Position Downgrades

In rare instances, there may be situations where a staff member may have his or her position downgraded. A position downgrade is defined as a change in job responsibilities or scope such that the new job duties align with a lower job level and salary range.

Position downgrades may occur for the following reasons:

- 1) Re-assignment, initiated by the College, to a job with lesser (but different) responsibilities to enhance overall college performance, as in the event of a reorganization.
- 2) Performance-based position downgrades due to inadequate performance.
- 3) Voluntary (staff-initiated position downgrades).

Re-assignment position downgrades initiated by the College and which occur for non-performance reasons will not result in the staff member's base pay being reduced.

Employees who are on performance improvement plans are not eligible to initiate a position downgrade, but the College may initiate a position downgrade based on the recommendation of the hiring manager.

Performance-based and voluntary position downgrades will result in the staff member's base pay being reduced to the range midpoint of the salary range for the lower level position, except if a voluntary position downgrade occurs within 6 – 12 months of a promotional increase and the promotional increase is reversed.

Approval from the Director of Employee Relations or the AVP of Human Resources is required for all voluntary and non-voluntary position downgrades.

Governance

The implementation of any practices outside of these policies requires approval from the Director of Compensation and Benefits or the AVP of Human Resources. The Human Resources Advisory Council and the Total Rewards Subcommittee will be consulted for input concerning the introduction and any future modifications to his program.

From: [Goldman, Emily G.](#)
To: ["DiGiovanni, Nicholas"](#)
Subject: Emerson College, 01-CA-217078
Date: Friday, May 4, 2018 3:27:00 PM
Attachments: [LTR.01-CA-217078.EAJA letter.pdf](#)

Nick,
Please see attached correspondence.

Sincerely,

Emily Goldman
National Labor Relations Board
Region 1
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 601
Boston, MA 02222-9935
Phone: (857) 317-7808
Fax: (617) 565-6725

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E-File:

The NLRB has converted to an electronic file system. The NLRB strongly encourages all parties to file electronically, through its online E-File system, all substantive documents presented to the Agency. Please select the appropriate link to access the Agency's E-File system:

- E-File <https://apps.nlr.gov/eservice/efileterm.aspx>
- E-File new Charge/Petition <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St Fl 6
Boston, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617)565-6700
Fax: (617)565-6725

Agent's Direct Dial: (857) 317-7808

May 4, 2018

Nicholas DiGiovanni, Esq.
Morgan Brown & Joy LLP
200 State Street
11th Floor
Boston, MA 02109-2605

Re: EMERSON COLLEGE
Case 01-CA-217078

Dear Attorney DiGiovanni:

I have been assigned to investigate the above-referenced unfair labor practice charge filed against Emerson College by SEIU, Local 888. The allegations for which I am seeking your evidence include that Emerson violated the Act by:

1. In about October 2017, withholding regularly-scheduled merit wage increases from employees in the 4 bargaining units that were certified by the Region on April 15 and May 11, 2017.¹
2. On about March 19, 2018, announcing to its bargaining unit and non-bargaining unit employees that: (i) non-unit employees would be receiving wage increases to the 40th percentile retroactive to January 1, 2018; and (ii) unit employees would not receive wage increases because their increases were subject to bargaining with the Union.
3. maintaining on its public website, from at least October 22, 2017 to present, an Affiliated Faculty Unionization FAQ" which contains the following statements:
 - Emerson already has three bargaining units on campus, one for Emerson police officers and dispatchers, one for affiliated faculty, and one for tenure and tenure-track faculty....
 - ...The College does not recognize any unions, except for the police and faculty unions. Accordingly, any other labor union is treated by the College like any other outside organization..." and
 - Q: Will I get my regularly scheduled pay raises while the first collective bargaining agreement is being negotiated?

¹ Hereinafter, all references to bargaining unit employees in this document encompass the 4 bargaining units represented by SEIU, Local 888, that were certified by the Region on April 15 and May 11, 2017.

- A: Not necessarily. Because the collective bargaining process does not guarantee pre-established levels of pay or benefits, the College and the union will not know whether there will be changes to pay and to benefits until the conclusion of collective bargaining.
4. In about (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) 2017, disciplining employee and bargaining committee member (b) (6), (b) (7)(C) and requiring (b) (6), (b) (7)(C) to apologize to representatives of Emerson's payroll department for alleged misconduct.
 5. In about (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) 2017, disciplining (b) (6), (b) (7)(C) without first notifying the Union.
 6. Between about October 22, 2017 and present, unilaterally changing its policy with respect to compensating unit employees for teaching during their regular work hours, without first notifying and/or offering to bargain with the Union over the change.
 7. In about March or April 2018, informing unit employees that they would no longer be compensated for teaching classes during their regular work hours because of the Union.
 8. From April 15 and May 11, 2017, when the Union was certified as the representative of the 4 bargaining units, and on a continuing basis, failing to notify the Union of new hires or separations/terminations, despite its repeated requests for that information.
 9. In about October 2017, and on a continuing basis, unilaterally promoting or removing employees, including but not limited to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C), from the bargaining units without first notifying or offering to bargain with the Union over these decisions.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. Emerson's bargaining notes that refer or relate to discussions and/or proposals by either party concerning:
 - a) wage increases for unit employees; and
 - b) any other issue encompassed by any of the above allegations.

2. Communications between representatives of Emerson and representatives of the Union concerning proposed wage increases for unit employees and/or bargaining discussions regarding wage increases;
3. Internal communications between or amongst Emerson representatives that refer or relate to:
 - a) wage increases contemplated for or granted to unit or non-unit employees between October 22, 2017 and present;
 - b) references on Emerson's public website at any time between October 22, 2017 and present to union organizing campaigns and/or unions at Emerson;
 - c) management's decision to counsel and/or discipline (b) (6), (b) (7)(C) in about (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) 2017, the rationale for that decision, and/or that identify all parties involved in the decision to counsel or discipline (b) (6), (b) (7)(C);
 - d) Emerson's policy with respect to compensating unit employees for teaching during their regular work hours, or any changes to that policy, between October 22, 2017;
 - e) Union requests to be notified of new hires or separations/terminations involving unit employees and/or Emerson's contemplated or actual responses to such requests;
 - f) The promotion, contemplated or actual removal of any unit employee from any of the 4 bargaining units.
4. Communications between representatives of Emerson and unit or non-unit employees concerning a planned wage increase in about March 2018;
5. Documents or postings that appeared on Emerson's public website at any time between about October 22, 2017 and present that refer or relate to union organizing campaigns, and/or unions at Emerson.
6. Documents that refer or relate to, or constitute, counseling and/or discipline issued to (b) (6), (b) (7)(C) between (b) (6), (b) (7)(C) 2017 and present, including but not limited to documents and/or policies upon which Emerson relied in deciding to discipline (b) (6), (b) (7)(C);
7. For all bargaining unit employees counseled, disciplined, or discharged between August 1, 2015 and present for any reason, please:
 - a) Identify the employee by full name, department, and job classification; and
 - b) Provide copies of counseling or disciplinary documents, internal email communications, and/or documents relied upon by management in issuing the counseling memo or discipline.
8. Documents in or by which Emerson notified and/or offered to bargain with SEIU, Local 888 about any of the following:
 - a) changes to its policy with respect to compensating unit employees for teaching during their regular work hours;
 - b) its decision to withhold wage increases from unit employees between October 22, 2017 and present;
 - c) its decision to discipline (b) (6), (b) (7)(C) in about (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) 2017; and

- d) Emerson's decision to remove and/or promote unit employees out of the bargaining unit between October 2017 and present.
- 9. Communications between any representative of management, any bargaining unit employee, and/or any Union representative concerning:
 - a) Changes to Emerson's policy with respect to compensating unit employees for teaching during their regular work hours; and/or
 - b) Management's decision to remove any employee from the bargaining unit.
- 10. Documents by which management notified Union representatives of new hires and/or separations of unit employees between October 22, 2017 and present.

Position on 10(j) Relief: You are also requested to provide your position as to the appropriateness of Section 10(j) injunctive relief in this matter. As you may know, Section 10(j) of the Act permits the NLRB to ask a federal district court "for appropriate temporary relief or restraining order" pending the Board's resolution of an unfair labor practice charge. The district court is authorized to grant "such temporary relief or restraining order as it deems just and proper." *If* the Region determines the Charged Party has violated the Act as alleged, the Region will consider whether to seek injunctive relief in this matter. Accordingly, please provide your position, legal theory, case law, and supporting evidence regarding whether injunctive relief would be appropriate for the alleged violations in this case and whether such injunctive relief would be just and proper. I wish to emphasize that the Region has not yet made a decision as to whether the Charged Party has violated the Act as alleged. Rather, we want to provide you with adequate notice that injunctive relief will be considered if such a decision is made.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by Monday, May 14, 2018. If you are willing to allow me to take affidavits, please contact me to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (857) 317-7808, or e-mail, emily.goldman@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

/s/ Emily Goldman

EMILY G. GOLDMAN
Field Attorney

From: [DiGiovanni, Nicholas](#)
To: [Goldman, Emily G.](#)
Subject: RE: Emerson College 01-CA-217078
Date: Tuesday, May 22, 2018 9:46:37 AM

Emily,

No apologies necessary – I've had my share of (b) (6), (b) (7)(C), too!

Thanks for getting back to me on the withdrawal and glad we were able to resolve everything. (Glad I'll be able to avoid the extra work this week, too!) I'll look forward to the final paperwork later today.

Best,
Nick

From: Goldman, Emily G. <Emily.Goldman@nlrb.gov>
Sent: Tuesday, May 22, 2018 8:15 AM
To: DiGiovanni, Nicholas <NDiGiovanni@morganbrown.com>
Subject: RE: Emerson College 01-CA-217078

Nick,

Sorry not to have gotten back to you yesterday. I was (b) (6), (b) (7)(C) Ron notified me yesterday that the parties have reached a tentative agreement and that the Union wants to withdraw the charge. I will process the paperwork today. You should receive confirmation by mail. Please don't hesitate to contact me with any questions or concerns.

Emily Goldman
National Labor Relations Board
Region 1
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 601
Boston, MA 02222-9935
Phone: (857) 317-7808
Fax: (617) 565-6725

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- E-File <https://apps.nlr.gov/eservice/efileterm.aspx>
- E-File new Charge/Petition <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

From: DiGiovanni, Nicholas [<mailto:NDiGiovanni@morganbrown.com>]
Sent: Monday, May 21, 2018 12:05 PM
To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>

Subject: Re: Emerson College 01-CA-217078

Good morning, Emily,

Ron Patenaude confirmed with me this weekend that he is withdrawing the charges, but I do not have any confirmation of that yet from you. I'm mindful of Friday's deadline for the College's statement of position and we would happily like to avoid having to do more work on that project if we can avoid it. Please let me know where things stand so I can plan the week.

Thank you,

Nick

Sent from my iPhone

On May 17, 2018, at 4:11 PM, Goldman, Emily G. <Emily.Goldman@nlrb.gov> wrote:

Thanks for letting me know, Nick. I will follow up with him again if I do not hear from him soon.

Emily

From: DiGiovanni, Nicholas [<mailto:NDiGiovanni@morganbrown.com>]

Sent: Thursday, May 17, 2018 4:03 PM

To: Goldman, Emily G. <Emily.Goldman@nlrb.gov>

Subject: Emerson College 01-CA-217078

Hi Emily,

Thanks for your message yesterday. Just a quick FYI, I sent Ron Patenaude a complete draft of the new contract late last Friday. Hopefully he'll be fine with it. I believe they are planning a ratification meeting within the next two weeks.

Best,

Nick

Nicholas DiGiovanni, Jr., Esq.
Morgan, Brown & Joy
200 State Street
Boston, MA 02109
(617) 788-5004 (direct)
(617) 523-6666 (main office line)

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REGION 1
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Boston, MA 02222-1001

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Fax: (617)565-6725

May 23, 2018

Nicholas DiGiovanni, Esq.
Morgan Brown & Joy LLP
200 State Street, 11th Floor
Boston, MA 02109-2605

Re: EMERSON COLLEGE
Case 01-CA-217078

Dear Mr. DiGiovanni:

The Charging Party has asked to withdraw the above charge based upon a private agreement between the parties. I have approved this request, conditioned on the performance of the undertakings in that private agreement.

The charge is subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Paul J. Murphy", is positioned above the typed name.

PAUL J. MURPHY
Acting Regional Director

cc: Ronald Patenaude
Service Employees International
Union Local 888
25 Braintree Hill Parke Suite 306
Braintree, MA 02184

Emerson College
120 Boylston St
Boston, MA 02116-4611